

E-110-15  
(CE)



## Staff Summary

Subject Resolution – New York Islanders License Agreement
Department County Executive
Department Head Name Edward P. Mangano
Department Head Signature
Date

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
6/5/15 <i>[Signature]</i>	County Executive or Deputy		Director of Legislative Affairs
	Budget	6/5/15 <i>[Signature]</i>	Counsel to County Executive

### Narrative

#### Purpose:

The purpose of this resolution is to enter into a license agreement with the New York Islanders to practice at Cantiague Park.

#### Discussion/Procedure:

Nassau County has been home to the New York Islanders since its inception 43 years ago. This license agreement will allow for the tradition to continue with Cantiague Park becoming the New York Islanders Practice Facility as well as continuing to being open to the public.

The Islanders will invest \$5.1 million (\$4.5 million settlement and additional \$600,000 Islander investment) and Nassau County taxpayers will share in revenue derived from license fees, ice rentals and sponsorship with a minimum of \$200,000 per year escalating to \$250,000 through the ten year license agreement which contains two (5) year options.

In addition the Islanders will have the following:

- (5) open to the public practices
- (2) open to the public scrimmages
- (3) public player signing events

#### Recommendation:

Approve as submitted.

2015 JUN 18 P 3:14

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO. – 2015

A RESOLUTION MAKING CERTAIN DETERMINATIONS  
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW  
ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE  
A PERMIT AGREEMENT WITH NEW YORK ISLANDERS HOCKEY  
CLUB, L.P..

WHEREAS, the County has negotiated a use and occupancy permit agreement with New York Islanders Hockey Club, L.P. in relation to the use and occupancy of certain land and facilities at Cantiague Park in Hicksville, New York, for the purpose of construction, development, operation and maintenance of a Facility adjacent to the existing ice rink;

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WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be identified as a “Type I” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Legislature upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said use and occupancy permit agreement with New York Islanders Hockey Club, L.P.;

RESOLVED, that it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of the use and occupancy permit for the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

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APPENDIX "A"

NASSAU COUNTY PLANNING COMMISSION RESOLUTION

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PERMIT FOR USE AND OCCUPANCY OF COUNTY-OWNED PROPERTY

between

NEW YORK ISLANDERS HOCKEY CLUB, L.P.

and

COUNTY OF NASSAU

Premises:

Buildings on land adjacent to and including the ice rink in Cantiague Park

Hicksville

Town of Oyster Bay

County of Nassau

State of New York

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This **PERMIT AGREEMENT** (this "Agreement") made as of the date this Agreement is executed by the County Executive (the "Effective Date"), between the **COUNTY OF NASSAU**, a municipal corporation having its principal office at One West Street, Mineola, NY 11501 (the "County") acting by and through the Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks"), and the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and **NEW YORK ISLANDERS HOCKEY CLUB, L.P.**, a New York limited partnership, having an office at 1600 Old Country Road, Plainview, New York 11803 (referred to herein as "Licensee").

**WHEREAS**, the County owns, controls and maintains underutilized portions of parkland located adjacent to the ice rink facility in Cantiague Park in Hicksville, New York which provides public recreational opportunities for the residents of Nassau County, as generally depicted on the Site Map of Cantiague Park attached hereto as Appendix "A" and made a part hereof;

**WHEREAS**, the County desires to construct a building (the "Facility") on a portion of the land in Cantiague Park adjacent to the existing ice rink together with ancillary dedicated secure parking, to construct and develop a pro shop to complement the ice rink functions in which ice hockey equipment and paraphernalia will be available for sale to the public (the "Pro Shop" and together with the Facility, the "Facilities"), and desires to renovate the existing indoor public recreation ice rink facility at Cantiague Park to National Hockey League ("NHL") dimensions and to maintain it to NHL standards (the "Rink"), which shall enhance the ability of the County to accommodate a wide range of sports, recreation, exhibition, wellness, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents (such portion of land shown as the area on the Site Map and, together with the Facility to be constructed thereon, the Rink and the Pro Shop, referred to herein as the "Premises");

**WHEREAS**, pursuant to that certain Development Plan Agreement dated January 5, 2007 between the County and Lighthouse Development Group, LLC ("Lighthouse"), Lighthouse paid the County a total of Four Million Five Hundred Thousand Dollars (\$4,500,000) in connection with their proposed redevelopment and revitalization of the Nassau Veterans Memorial Coliseum and the surrounding area (the "Option Payments");

**WHEREAS**, a dispute has arisen between the County and Lighthouse wherein Lighthouse alleges a right to seek reimbursement from the County for expenses incurred pursuant to that certain Development Plan Agreement up to the amount of the Option Payments;

**WHEREAS**, pursuant to that certain settlement agreement dated \_\_\_\_\_, 2015 (the "Settlement Agreement") the County and Lighthouse have agreed to resolve the dispute between the parties with Lighthouse releasing any claim to seek reimbursement from the County for expenses incurred up to the amount of the Option Payments, in exchange for the right of the Licensee to enter into this Agreement and for the County to utilize the Option Payments to pay for a portion of the construction of the Facility, which shall be consistent with recreational

purposes for which Cantiague Park was acquired, subject to the terms and conditions contained herein;

**WHEREAS**, the Licensee has applied to the County for permission to use and occupy the Facilities for the primary purpose of hockey operations of the New York Islanders, a franchise of the NHL, including as an indoor training and practice facility with locker rooms, weight rooms, training rooms, storage space, conference space and ancillary office space;

**WHEREAS**, in connection with such use, the County and Licensee are desirous of entering into a public-private partnership to improve and enhance the recreational offerings at Cantiague Park, to maintain a County connection with the New York Islanders and to continue to offer the residents of the County a connection to, and interaction with, a professional sports franchise;

**WHEREAS**, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by the Licensee, will not interfere with the use of the Premises or Cantiague Park by the public or by the agents, servants and/or employees of the County; and

**WHEREAS**, the Licensee is willing to abide by and carry out the conditions of this Agreement which shall not be considered a lease, but merely a license, revocable at will on notice as provided herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

#### I. DEFINITIONS

1.1 As used throughout this Agreement, the following terms shall have the meanings set forth below:

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- (a) "Capital Improvements" shall mean all construction, reconstruction or renovation of the Premises necessary to implement the capital improvements as may be agreed upon by the parties, including construction of the Facility, Rink and Pro Shop as more particularly described in Article XVIII and Appendix "B" herein. Capital Improvements also include installation of "Fixed Equipment", as that term is defined in this Section, which the Licensee installs or causes to be installed on the Premises, and alterations Licensee may make to the Premises, subject to the prior written approval of the County. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Facilities.
  - (b) "Comptroller" shall mean the Comptroller of the County of Nassau.

- (c) "Commissioner" shall mean the Commissioner of the Department of Parks, Recreation and Museums.
- (d) "Contract Year" shall refer to the period between August 1 in any calendar year and ending on July 31 of the next year; *provided, however*, that the first Contract Year shall commence on the Term Commencement Date and shall end on July 31, 2016, and the second Contract Year shall commence on August 1, 2016. Any computation or payment made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than three hundred sixty-five (365) days.
- (e) "County" shall mean the County of Nassau, its departments and political subdivisions.
- (f) "Department" shall mean the Nassau County Department of Public Works.
- (g) "Effective Date" shall mean the date this Agreement becomes effective which shall be the date it is executed by the County Executive of Nassau County.
- (h) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (i) "Fixed Equipment" shall mean any property affixed in any way to the Premises, whether or not removal of said equipment would damage the Premises.
  - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Premises subsequent to the date of execution of this Agreement.
  - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (j) "Gross Receipts" shall include, without limitation, the following:
  - (i) all funds received by Licensee, including the value of any in-kind services received, without deduction or set off of any kind, from all revenue-producing activities of the Pro Shop and directly related to and derived from the Licensee's operation of the Pro Shop at the Premises (including without limitation any and all fees charged by the Licensee), provided that Gross Receipts shall exclude: the amount of any federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues.
  - (ii) all Pro Shop sales and other sums received by Licensee (adjusted for returns) from the operation of the Pro Shop pursuant to this Agreement shall be included in Gross Receipts.
- (k) "Parks" shall mean the Nassau County Department of Parks, Recreation & Museums.
- (l) "Premises" shall mean the area on Appendix "A" so designated and any buildings, structures and improvements contained thereon or constructed thereon.
- (m) "Special Event Permit" shall mean a permit given by the County to any third party to conduct an event on the Premises.



- (n) "Substantially Completed" or "Substantial Completion" shall mean completion of work as defined in Appendix "B".
- (o) "Term" shall mean the term of this Agreement as defined in Section 3.1 herein.

## II. RIGHT TO OPERATE/GRANT OF AGREEMENT

- 2.1 The County does hereby grant to the Licensee the non-exclusive right, privilege and license to use, occupy, maintain and manage the Facility; to use, occupy, operate, maintain and manage the Pro Shop; to use and occupy ancillary dedicated secured parking; and to use the Rink, subject to and in accordance with the provisions set forth in this Agreement. The Licensee agrees to utilize the Premises as its primary practice facility. Notwithstanding the foregoing and except as otherwise provided for in this Agreement, the Licensee shall also have the non-exclusive right to generate Sponsorship Revenue (hereinafter defined) in or on the Facility, Pro Shop and Rink, and the non-exclusive right to generate Sponsorship Revenue in other areas of Cantigue Park, subject to prior written approval by the County. The County shall continue to occupy, operate, maintain and manage the Rink and to maintain the ancillary dedicated secured parking. It is expressly understood and agreed that no real property is leased to the Licensee as a result of this Agreement and that no landlord-tenant relationship exists between the County and the Licensee. The Premises shall be restricted to the areas depicted in Appendix "A", and the Licensee shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.
- 2.2 The County shall obtain and maintain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, including without limitation State Environmental Quality Review Act ("SEQRA") approval, which are or may become necessary for the County to construct the Facilities and perform the Rink renovation. The Licensee shall obtain and maintain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, which are or may become necessary for the Licensee to lawfully use, occupy, operate and perform capital improvements for Licensee alterations, as applicable, to the Premises in accordance with the terms of the Agreement. Whenever any act, consent, approval or permission is required of the County, Parks or the Department under this Agreement, the same shall be valid only if it is in writing and signed by a duly authorized representative of the County.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to the Licensee, but that during the Term of this Agreement, the Licensee shall have the use of the Premises only so long as the Licensee is in compliance with the material terms and conditions in this Agreement as reasonably determined by the County and this Agreement has not been terminated

pursuant to the terms herein. None of the rights herein granted to the Licensee are, nor shall they be construed as, a lease, easement, or other interest in land.

- 2.4 The Licensee shall provide, at all reasonable times and upon reasonable advance written notice, free access to the Facilities to the Department, Parks or their representatives and to other County, state or federal officials having jurisdiction, for inspection purposes.
- 2.5 The rights and privileges set forth herein are granted subject to all requisite approvals, including, if required, review and approval by the Nassau County Planning Commission, as well as the County Legislature.
- 2.6 The County agrees that it will not compete with any items sold or allowed to be sold in the Pro Shop or allow a third party to operate a similar business or otherwise compete with the Pro Shop anywhere within Cantiague Park, except as otherwise provided herein.

### III. TERM OF AGREEMENT

- 3.1 (a) The term of this Agreement (the "Term") shall commence on the date (the "Term Commencement Date") on which the County has Substantially Completed the construction of the Facility and renovation of the Rink, unless sooner terminated by revocation or as otherwise provided herein or extended by the mutual agreement of the parties. The Term of this Agreement shall expire on July 31<sup>st</sup>, 2025 (hereinafter the "Agreement Expiration Date"), unless extended or terminated earlier as herein provided.  
  
(b) The parties will have the option of renewing this Agreement for two (2) additional five (5) year terms on mutually agreeable terms and conditions, subject to a written amendment signed by the County Executive, provided that the Licensee delivers written notice of its desire to exercise the renewal option to the County at least twelve (12) months prior to the Agreement Expiration Date (and, if applicable, at least twelve (12) months prior to the expiration of the first renewal term to extend to a second renewal term) and, at such time as the Licensee delivers notice of its desire to extend the Term: (i) this Agreement is in full force and effect, (ii) the Licensee is not in default of any of the terms, covenants or conditions of this Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) the Licensee is in possession of the Facilities (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement). If the parties shall validly exercise the extension option, this Agreement so extended shall be on mutually agreeable terms, conditions and covenants.
- 3.2 (a) Notwithstanding any language contained herein, this Agreement, including without limitation the license granted herein, is terminable and

revocable at will by the County in its sole and absolute discretion, at any time. Unless such termination is due to a default by Licensee, such termination shall be effective ninety (90) days after written notice is sent to the Licensee. If such termination is due to a default by Licensee beyond any applicable notice and cure period, such termination shall be effective one (1) day after written notice is sent to Licensee. Except as otherwise stated in this Agreement, the Department, Parks, the County, and their employees and agents shall not be liable for damages to the Licensee in the event that the Agreement is terminated by the Department or Parks as provided for herein except as provided for herein. In the event such notice is not given, this Agreement shall terminate as described in Section 3.1 of this Agreement.

(b) The Licensee shall be permitted a one-time option to terminate this Agreement effective during the period from July 1, 2018 to June 30, 2019. Written notice of such termination shall be given to the County not less than ninety (90) days prior to the effective date of such notice. The Licensee, its employees and agents shall not be liable for damages to the County in the event that this Agreement is terminated by the Licensee as provided for herein except as provided for herein.

- 3.3 (a) Should the Licensee breach or fail to comply with any of the material provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting this Agreement or the Premises with regard to any and all matters, and with the exception for any capital expenditures, the County may in writing order the Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Licensee fails to comply with such written notice within thirty (30) days from the mailing thereof, or fails to promptly and diligently commence and pursue compliance within that time subject to unavoidable delays beyond the reasonable control of the Licensee (which shall be determined at the reasonable discretion of the County), then this Agreement shall terminate at the County's option. If said breach or failure to comply is corrected, and two (2) repeated violations of the same type of breach or failure to comply follows within eighteen (18) months thereafter and such failure is not cured within the thirty (30) day written notice provision provided herein, the County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this Agreement may be terminated on fifteen (15) days' notice: (i) appointment of any receiver of the Licensee's assets; (ii) the making of a general assignment for the benefit of creditors without the prior written consent of the County; (iii) the occurrence of any act which operates to deprive the Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of this Agreement; (iv) the levy of any attachment or execution which substantially interferes with the Licensee's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty

(60) days; (v) should the Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; or (vi) should any principal of the Licensee be convicted of a crime involving moral turpitude.

Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which the County may terminate this Agreement.

(c) In the event the County terminates this Agreement due to a default by Licensee beyond any applicable cure or remedy periods or Licensee terminates this Agreement pursuant to Section 3.2(b), the Licensee shall forfeit the full amount of the Licensee Facility Contribution (as hereinafter defined).

3.4 Upon expiration or sooner termination of this Agreement by the County, all rights of the Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, Parks or the Department.

3.5 The Licensee shall, on or prior to the expiration or sooner termination of this Agreement, remove all of its property from the Premises. The Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this Agreement is intended by the Licensee to be abandoned. The Licensee shall remain liable to the County for any damages, except lost revenues and including the cost of removal or disposal of property, should the Licensee fail to remove all possessions from the Premises on or before the expiration or termination date.

#### IV. LICENSE FEES; GROSS RECEIPTS; ICE RENTAL FEES; GUARANTEED ANNUAL COUNTY REVENUE; ACCOUNTING PROCEDURES & RECORDS

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4.1 The Licensee shall pay the County license fees for each Contract Year of this Agreement, including any renewal periods, consisting of: (i) a base fee on the Facility ("Facility Base Fee"), (ii) a base fee on the Pro Shop ("Pro Shop Base Fee" and collectively with the Facility Base Fee, the "Base Fee"), and (iii) a percentage of Gross Receipts derived from the operation of the Pro Shop ("Gross Receipts Percentage Fee") as further provided in Section 4.2 of this Agreement. Commencing on the Term Commencement Date, the Licensee shall commence payments of the Facility Base Fee in the annual sum of Seventy-Two Thousand Five Hundred Dollars (\$72,500.00) and the Pro Shop Base Fee in the annual sum of Twelve Thousand Seven Hundred Dollars (\$12,700.00). Upon the commencement of the fourth (4<sup>th</sup>) Contract Year, and for each subsequent Contract Year thereafter, the Facility Base Fee and Pro Shop Base Fee shall each be increased annually by three percent (3%) at the commencement of each

subsequent Contract Year. The Base Fee, as adjusted annually, shall be due and payable in twelve (12) equal monthly installments and shall be due on the first (1<sup>st</sup>) day of each month. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Base Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554. In the event the Licensee utilizes the Pro Shop prior to Substantial Completion, the Licensee shall commence payment of the Pro Shop Base Fee upon such occupancy.

- 4.2 The Licensee shall pay the County a Gross Receipts Percentage Fee of five and one-half percent (5.5%) on all Pro Shop sales on a semi-annual basis together with reasonably detailed supporting documentation. The supporting documentation shall be signed and verified by an officer of the Licensee attesting to its accuracy and shall indicate whether or not the amounts are inclusive of sales tax collected. The Gross Receipts Percentage Fee shall be due to the County within thirty (30) days following each semi-annual period of each Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Gross Receipts Percentage Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.
- 4.3 The Licensee shall pay to the County rental fees for each hour of the Licensee's use of the Rink (the "Rink Rental Fee"). During peak Rink rental hours, the Licensee shall pay the County a Rink Rental Fee of Five Hundred Dollars (\$500.00) per hour. During non-peak Rink rental hours, the Licensee shall pay the County a Rink Rental Fee of Three Hundred Dollars (\$300.00) per hour. Peak Rink rental hours shall consist of weekdays from 6:00 pm through 11:59 pm and from Saturday at 12:00 am through Sunday at 11:59 pm. The County shall provide a monthly Rink Rental Fee invoice to the Licensee following the end of each month. The Licensee shall remit payment to the County within thirty (30) days of receipt of such invoice. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Rink Rental Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554. Notwithstanding the foregoing, the Licensee shall be responsible for all Rink peak rental time reserved with the Commissioner, whether or not the Licensee utilizes the Rink, unless such Rink rental is cancelled by prior written notice to the Commissioner and the Rink is not subsequently rented for the canceled period. The Licensee shall rent the Rink, and be responsible for payment to the County, for a minimum of two hundred (200) hours per Contract Year (the "Minimum Rink Requirement"). The Minimum Rink Requirement for the first (1<sup>st</sup>) Contract Year shall be prorated

proportionately based on the number of calendar days between the delivery of the first floor of the Facility and data room on the second floor and the end of the first (1<sup>st</sup>) Contract Year. In the event the Licensee fails to satisfy the Minimum Rink Requirement in any Contract Year, on or before the thirtieth (30<sup>th</sup>) day following the end of such Contract Year, the Licensee shall remit to the County a payment equal to the number of hours below the Minimum Rink Requirement at the non-peak hour Rink Rental Fee. In the event the Licensee utilizes the Rink prior to Substantial Completion, the Licensee shall commence payment of the Rink Rental Fee upon such use.

- 4.4 The Licensee shall pay the County its share of the Sponsorship Revenue (as defined below and further defined in Article VII) on a semi-annual basis together with reasonably detailed supporting documentation. The supporting documentation shall be signed and verified by an officer of the Licensee attesting to its accuracy. The Sponsorship Revenue shall be due to the County within thirty (30) days following each semi-annual period of each Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Sponsorship Revenue shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.
- 4.5 The Licensee shall guarantee the minimum annual revenue it shall pay to the County for each Contract Year of this Agreement (the "Guaranteed Minimum Annual Revenue"). The Guaranteed Minimum Annual Revenue to the County shall consist of the Base Fee, Rink Rental Fee, Gross Receipts Percentage Fee and Sponsorship Revenue paid to the County in any given Contract Year. The amount of the Guaranteed Minimum Annual Revenue shall be as follows:

<u>Contract Year</u>	<u>Amount</u>
1	\$200,000
2	\$225,000
3	\$250,000
4	\$250,000
5	\$250,000
6	\$250,000
7	\$250,000
8	\$250,000
9	\$250,000
10	\$250,000

In the event the Licensee fails to achieve the Guaranteed Minimum Annual Revenue in any Contract Year through the payment of the Base Fee, Rink Rental Fee, Gross Receipts Percentage Fee and Sponsorship Revenue, the Licensee shall make an additional payment to the County, within sixty (60) days of the end of

each Contract Year, in the amount of the shortfall between the Guaranteed Minimum Annual Revenue and the amount remitted to the County on account of the Base Fee, Rink Rental Fees, Gross Receipts Percentage Fee and Sponsorship Revenue in that Contract Year. Notwithstanding anything herein to the contrary, the Guaranteed Minimum Annual Revenue shall apply in full for each Contract Year and shall not be prorated based on any partial Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. Any payment required to achieve the Guaranteed Minimum Annual Revenue shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.

- 4.6 (a) The Licensee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" (collectively, the "Accounting Standards"). Such Records shall be made available upon reasonable request for audit and inspection by the Comptroller, the Department, Parks and any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives.
- (b) Supplemental Information. Upon the reasonable request of the County, Licensee shall submit detailed schedules of the Licensee's revenues and all expenses related to its repair, rehabilitation, operation and maintenance of the Premises, as applicable. Such supplemental information shall be provided in a format mutually agreed upon by the Licensee and the County, and shall be reconciled to the basic financial statements.
- (c) Annual Reports. The Licensee shall each fiscal year provide the County with a copy of its annual report, if issued by the Licensee, and shall render such other reports and statements, and furnish such information, financial or otherwise, relating to the Premises and/or the Licensee's obligations under this Agreement as may reasonably be requested by the County.
- (d) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Licensee shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Licensee pursuant to this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

#### V. RIGHT TO AUDIT

- 5.1 The Department, Parks, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Licensee forty-eight (48) hours' notice, to examine or audit the records, books of account and data of the Licensee necessary to verify the duties and obligations of the Licensee pursuant to the terms of the Agreement. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Licensee's books for the purpose of audit, the Department, Parks, the Comptroller or other duly authorized County representative reserves the right to conduct, and the Licensee hereby permits, periodic "spot" inspections of the Facilities at any time during the Term of this Agreement for the purpose of inspecting the operations and activities of the Licensee at the Premises and all reports or data generated from or by the Licensee or its authorized subcontractors to include, without limitation regulatory inspections, maintenance inspections and quality assurance inspections. The Licensee shall cooperate fully and assist the Department, Parks, the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Licensee's books and records, including supporting documentation, are situated at a location fifty (50) miles or more from the County, the records must be brought to the County for examination and audit or the Licensee must pay food, board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.
- 5.2 The failure or refusal of the Licensee to permit the Department, Parks, the Comptroller, or their designees to audit and examine the Licensee's records, books of account and data or otherwise conduct an inspection of the type referred to therein, or the interference in any way by the Licensee in such an audit, examination, or inspection, may be deemed by the County to be a failure to substantially comply with the terms and conditions of this Agreement and a default hereunder which shall entitle the Department or Parks to terminate this Agreement.
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#### VI. USE COVENANTS

- 6.1 (a) The Licensee covenants and agrees that during Term of this Agreement it will use, occupy, maintain and manage the Facility; use, occupy, operate, maintain and manage the Pro Shop; and use the Rink, for the use and enjoyment of the general public in order to enhance the County's public sports and recreational activities and conditions. At a minimum, the Licensee shall hold:



- (i) Five (5) open to the public practices per Contract Year. During such open practices, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (ii) Two (2) open to the public scrimmages per Contract Year (e.g., Blue/Orange game, prospect game). During such open scrimmages, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (iii) Three (3) free to the public player signing events per Contract Year.

The Licensee's use of the Premises shall be compatible with and shall enhance Cantiague Park and shall be in furtherance of the recreational and park purposes therein.

(b) The Licensee shall provide the Commissioner with monthly schedules for all practice activities to be conducted upon the Rink. Such schedules shall be provided to the Commissioner at least fifteen (15) days prior to the upcoming implementation month and may be modified as necessary upon prior notice to Parks. Except as set forth herein, such monthly schedules shall be subject to the review and approval of the Commissioner, not to be unreasonably withheld or delayed provided that the monthly schedule submissions are substantially similar to the sample schedules attached as Appendix "C" hereto, to ensure that all activities occurring at the Rink are consistent and compatible with the park and recreational purposes of Cantiague Park. The Licensee shall be entitled to emergency Rink rental upon forty-eight (48) hours' notice to the Commissioner. The parties shall work together to minimize the occurrence of any such emergency Rink rental. In such emergency situations, the Licensee shall be given priority to utilize the Rink, notwithstanding any other previously scheduled events. The Licensee shall work cooperatively with Parks to coordinate use of the Premises in such a manner as to minimize interference with the use of the Premises by the public or by agents, servants and/or employees of the County.

- 6.2 The parties shall have shared use of the internal turf field in the Facility, the time and dates of such usage to be mutually agreed upon by the parties, and the County shall be permitted to utilize the turf field for public purposes. During the NHL season, including for pre-season and, as applicable, post-season activities, the Licensee shall have priority to utilize the turf field. To the extent permitted by applicable law, the County shall fully indemnify Licensee relating to such use including any such costs, maintenance and/or repairs, as determined by Licensee in its sole reasonable discretion, in connection with its use of the turf field.

Notwithstanding the foregoing, the County shall not be permitted to utilize the turf field in any manner that would damage the turf field or any portion of the Facility.

- 6.3 The Licensee shall not operate, or permit the operation of, any concession at the Facilities, or permit others to use all or a portion of the Facilities for commercial events, except with the prior written approval of the County, which shall not be unreasonably withheld. Without limiting the generality of the foregoing, no t-shirts, souvenirs or other goods may be sold without a permit issued by the County and a fee paid to the County. However, the County acknowledges the Pro Shop will engage in the sale goods, including but not limited to any such goods as any comparable pro shop or team store may carry such as team or hockey related souvenirs, memorabilia, equipment, apparel and accessories. Unless otherwise stated in this Agreement, the Licensee shall have sole discretion in the types of goods that are offered for sale in the Pro Shop, including but not limited to any such goods relating to hockey, hockey teams, souvenirs, memorabilia, equipment, apparel and accessories. Further, the County acknowledges that Licensee may use the Facility to run sports related programs. The Licensee may permit others to use the Facility, subject to the prior written approval of the County, which shall not be unreasonably withheld provided such entities furnish the County with certificates of insurance for commercial general liability insurance, which shall name "Nassau County" as an additional insured and have minimum coverages as set forth in Article XXIV. All revenues generated from any such concession sales, Pro Shop sales and use of the Facility are included in "Gross Receipts" under this Agreement and shall be considered revenue earned by the Pro Shop. Any permitted vendors must have all appropriate licenses and permits and comply with the insurance provisions of Article XXIV of this Agreement naming the County as additional insured. The Licensee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at the Premises and the Licensee expressly agrees that it will not sell food or beverages or interfere with the existing agreement. No outside food or beverage vendor may operate at the Premises unless an arrangement is made with the County and its concessionaire.
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## VII. NAMING RIGHTS, SPONSORSHIPS; ADVERTISING RIGHTS, MARKETING; BROADCAST RIGHTS

- 7.1 The County and the Licensee shall share in all gross monetary funds received by the Licensee for so-called "naming rights", "sponsorship rights" and additional advertising on the interior and exterior of the Premises (the "Sponsorship Revenue"). The County shall be entitled to twenty-five percent (25%) of the Sponsorship Revenue received by the Licensee for Premises naming rights, and the Licensee shall be entitled to seventy-five percent (75%) of such funds. For additional advertising and sponsorship on the interior and exterior of the Facility and Rink, the County shall be entitled to twenty percent (20%) of such

Sponsorship Revenue received by the Licensee and the Licensee shall be entitled to eighty percent (80%) of such funds when such revenue is below One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year. When the Sponsorship Revenue received by the Licensee for additional advertising and sponsorship on the interior and exterior of the Facility and Rink equals or exceeds One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year, the County shall be entitled to forty percent (40%) of such Sponsorship Revenue received by the Licensee above the One Million Five Hundred Thousand Dollars (\$1,500,000.00) threshold and the Licensee shall be entitled to sixty percent (60%) of such funds. Notwithstanding anything to the contrary herein, except for any sale of naming rights that fall within the criteria set forth in the County's Advertising Policy (hereinafter defined) any such sale of naming rights shall be subject to the prior written approval of the County Executive, which shall not be unreasonably withheld.

- 7.2 The County hereby assigns, transfers and sets over to the Licensee the right to sell to advertisers the right to display advertising signs and banners on the exterior and within the interior of the Facility and Rink, and to display and film other forms of advertisement within the interior of the Premises, subject to compliance with all applicable laws, Rink rental requirements and the Policies and Standards for Marketing and Advertising (hereinafter, the "County's Advertising Policy") attached hereto as Appendix "D", as may be amended from time to time by the County. Notwithstanding anything contained in the County's Advertising Policy to the contrary, advertisements promoting the sale of wine, liquor, beer, distilled spirits or other alcoholic beverages shall not be permitted on the Premises.
- 7.3 The Licensee represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Licensee shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and unless such suit or claim is due to an act or omission of the County, hold the County harmless from losses on account thereof provided that the County shall have given notice to the Licensee promptly as to any such suit or claim and shall fully cooperate with the Licensee in its defense thereof.
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- 7.4 (a) All brochures, media advertisement and similar copy directly related to the Premises to be released, disseminated to the public or distributed in any manner shall be in conformance with the County's Advertising Policy. The Licensee shall have the right to print or to arrange for the printing of programs for all the Licensee activities and events at the Premises containing any advertising matter except advertising matter which is indecent, in obvious bad taste, or which demonstrates a lack of respect for public morals and conduct.
- (b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations

determined through consultation with the Licensee; provided, however, that no such advertising or signage shall unreasonably interfere with the Licensee's use of the Premises.

- 7.5 Any sign posted by the Licensee at the Premises, or any advertisement posted on the Premises and used in connection with the Premises, shall be in conformance with the County's Advertising Policy, and shall be appropriately located. The Licensee shall provide all naming rights and advertising signage, at its sole expense, subject to County approval, which shall not be unreasonably withheld. In addition, any signage or press, whether or not located on the Premises, promoting or identifying the Licensee's activities on the Premises shall acknowledge the County's role in the ownership and operation of the Premises (e.g., "Nassau County's Cantiague Park" or "Cantiague Park in Nassau County").
- 7.6 For the Licensee activities, events and programs only (for purposes of this Article VII, the "Licensee Events"), the Licensee or its designee shall have rights with respect to radio, television, cable, film, tape and/or other similar rights, including, but not limited to, the following: (i) to broadcast and/or disseminate, by radio, television, cable, wifi, satellite and/or other method of transmission or communication, audio and visual reports of all or any part of the Licensee Events occurring at the Premises during the Term of this Agreement, (ii) to broadcast and disseminate by means of VHF or UHF or any other method of free over-the-air television, the Licensee Events occurring at the Premises; and (iii) to exhibit and/or authorize exhibition of any of such Licensee Events by means of cable, subscription, pay television, closed circuit television, film and/or tape or any similar existing or future technology. For all other activities, events and programs occurring at the Rink, the County shall have the exclusive right with respect to the aforementioned radio, television, cable, film, tape and/or other similar rights for such events. Notwithstanding the foregoing, the Licensee or its designee shall have all rights to broadcast via television, internet or otherwise all the Licensee's games, activities, events and programs within the Rink; so that, for example the Licensee may comply with applicable league rules for such broadcast, it being understood that any revenues generated shall be included as Sponsorship Revenue under this Agreement.
- 7.7 It is agreed that with respect to any of the rights above, the Licensee shall have the right to authorize commercial sponsorship of such Licensee Events, plus the right to market and promote such Licensee Events and programs and the right to make or enter into agreement with others to make motion pictures, video tapes, audio tapes, games and other types of recordings and or media, now existing or hereafter created, including, without limitation, internet webcasting, video streaming and real time telecasting by transponder or otherwise in any manner to capture and/or display all images of the Licensee Events occurring at the Premises in connection with the production of live or taped radio, television, including broadcast, cable, closed circuit and/or pay and internet telecasts or otherwise in any manner capture such Licensee Events, which the County shall deem

necessary and/or desirable. With respect to all other activities, events and programs occurring at the Premises, the County shall have the exclusive right to the aforementioned advertising and sponsorship opportunities set forth in this Section 7.7.

- 7.8 Notwithstanding anything in this Agreement to the contrary, any and all revenues generated directly and solely from activities under this Article VII, including without limitation, revenues resulting from naming rights, sponsorships, advertising, marketing and broadcast rights transactions, shall be included in Sponsorship Revenue under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to include any revenue from any existing, renewed or replaced master agreements the Licensee may have relating to broadcasting as revenue under this Agreement, unless any such master agreements are modified, amended or renewed to include additional value or benefit related to Licensee activities at the Premises, in which case such additional value shall be included in Sponsorship Revenue under this Agreement.
- 7.9 Any and all revenues generated from activities relating to a charity or charitable event and paid to such charity, whether affiliated with Licensee or not, shall not be included in Sponsorship Revenue or Gross Receipts from the Pro Shop (in such event that sales revenue from Pro Shop is to be part of such charity or charitable event).

#### VIII. OPERATIONS

- 8.1 The Licensee shall maintain and operate the Facilities, and the County shall maintain all parking area(s) including those areas dedicated to and secured for Licensee and continue to maintain and operate the Rink, for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable public recreational facilities in the New York metropolitan area, and in such further manner as the County shall prescribe. Notwithstanding the above, the Rink shall be maintained to professional hockey standards. Each party, as applicable, shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8.2 The Licensee shall employ or retain the services of an operations manager (the "Manager") possessing appropriate qualifications to manage the Pro Shop in a manner that is satisfactory to the Department and Parks. The Manager must be available by telephone throughout the Term of this Agreement and the Licensee shall provide the Department and Parks with a telephone number at which the Manager may be contacted in the event of an emergency. The Licensee shall

replace any Manager, employee or subcontractor whenever mutually agreed to by the Parks Commissioner and the Licensee.

- 8.3 The Licensee shall, at its sole cost and expense, use commercially reasonable efforts to recruit qualified personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of the Pro Shop and compliance with this Agreement, including but not limited to:
- (a) Collecting and safeguarding all monies generated under this Agreement;
  - (b) Maintaining the Pro Shop;
  - (c) Conducting and supervising all activities to be engaged in at the Premises; and
  - (d) Securing the Pro Shop.
- 8.4 If the County fails to adequately maintain or repair, to the extent that it is obligated to maintain or repair, the Rink, Facility or Pro Shop or dedicated ancillary secured parking for the purposes set forth herein, Licensee may, after thirty (30) days' written notice to County (except that only forty-eight (48) hours' notice need be given in case of emergency), perform such maintenance or repair at the County's expense and the reasonable amount of all expenses incurred by Licensee in doing so shall be payable by County. Prior to commencing any such work, Licensee must submit such proposed work to the Department, including price quotes from at least three (3) vendors for such work. Following approval to proceed by the Department, Licensee may perform such work. After such work is completed, Licensee shall submit the receipts and expenses to the County for approval. If approved by the County, the County shall reimburse Licensee for such expenses within thirty (30) days of such approval or such expenses may be deducted from the Guaranteed Minimum Annual Revenue if not paid by County within that time frame. Notwithstanding the above, in the event the ice in the Rink is unusable, only twenty-four (24) hours' notice need be given before Licensee may perform required maintenance or repairs at the County's expense, subject to the requirements of this Section; *provided, however*, that Licensee need not obtain price quotes from at least three (3) vendors for such work.
- 8.5 The Premises shall be accessible to disabled members of the public. The accessibility shall be clearly indicated by signs provided and installed by the County. Except for capital expenditures which shall be the responsibility of the County, the Licensee shall be in compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.
- 8.6 The Licensee shall promptly notify the Department and Parks of accidents or unusual incidents occurring at the Facilities, as well as incidents at the Rink during Licensee's use. Such notice, including documents filed with any County, law enforcement or insurance agencies, shall also be provided to the County in writing within ten (10) days of the discovery of such accident or occurrence. Such

accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. The Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Pro Shop, and the Licensee shall notify the Department and Parks in writing as to said person's name and address.

- 8.7 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law. The Licensee shall enter into project labor agreements, on commercially reasonable terms, with the various labor organizations that may be hired to provide services in connection with any Licensee construction activities, if applicable, in substance and form acceptable to the County and the Licensee. In addition, the Licensee shall comply with, and shall cause all contractors and subcontractors engaged in construction activities to comply with, the apprenticeship training program requirements pursuant to Local Law 9-2002 and all other applicable laws, rules and regulations.
- 8.8 The County shall, at its sole cost and expense, post throughout the Premises and Cantiague Park such signs as it may deem necessary to direct patrons to its services and facilities. The County shall provide, at its sole cost and expense, proper identification signage, inside and outside the Park, for the Facility and Pro Shop.
- 8.9 Except for properly stored gasoline, or as otherwise agreed to in writing by the Department or Parks, the Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, fireworks displays or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Commissioner of the Department and Parks.
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- 8.10 The County shall be responsible for providing and maintaining adequate secure and private parking in connection with the Facility. In addition, the County shall be responsible for providing and maintaining at least fifty (50) shared common parking spaces in close proximity to the Facility. The County shall provide parking as set forth in Appendix "B".

## IX. LIENS

9.1 Lien. (a) The Licensee shall not permit the Premises to be encumbered by any Lien (defined below). As used in this Agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmens' lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Licensee shall be filed against any assets of, or funds appropriated to, the County, the Licensee shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Licensee shall not be required to discharge any such lien if the Licensee shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Licensee's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Licensee, the Licensee shall immediately cause such lien to be discharged of record.

(c) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Licensee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Licensee or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.



#### X. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE PREMISES

- 10.1 It is understood by the Licensee that for the Facilities, the Licensee shall, at the Licensee's sole cost and expense and to the reasonable satisfaction of the County, (i) keep such areas clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations of such areas; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved or unimproved portions of the Facilities, whether furnished to the Licensee by or through the County or obtained directly by the Licensee from the utility provider; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) perform all required maintenance and repairs, on the interior, required to keep the Facilities in good condition at all times except for any capital expenditures. Capital expenditures and all exterior or structural maintenance, repairs or replacements are the responsibility of County. The County shall be responsible for such utilities, services and obligations related to the Rink, including but not limited to the ice plant, and all other non-Facility and non-Pro Shop areas of the Park, including any parking areas. The County shall provide snow removal and salt, sand or like substance for ice melting purposes, and maintain the park landscaping. Notwithstanding the foregoing, any repairs that may be required by reason of Licensee's misuse or negligent conduct shall be the responsibility of Licensee to repair, at Licensee's sole cost and expense.

All maintenance, repairs, restorations and replacements by the Licensee may be accomplished by Licensee and/or its affiliates and shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner.

- 10.2 The County, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain all the roads, parking areas, sidewalks and sidewalk areas in the Park.
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- 10.3 The Licensee is accepting the Premises in its "AS IS" condition **"WITH ALL FAULTS"** as of the Term Commencement Date.
- 10.4 The Licensee covenants that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Licensee shall not be required to repair or otherwise maintain any buildings located on the Premises at the commencement of this Agreement, except to the extent that the Licensee uses such buildings, in which case the Licensee shall operate and maintain such buildings (or areas of such buildings) in a safe, neat and orderly fashion. The Licensee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may

have resulted either to its property arising out of or due to its occupancy of the Premises. The Licensee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Licensee to be abandoned. The Licensee shall remain liable to the County for any damages should the Licensee fail to cease operations; vacate or remove all possessions from the Premises on or before the expiration or termination date.

- 10.5 The Licensee shall not use or permit the storage at the Premises of any hazardous substances or materials, without the County's prior written consent.

#### XI. EMERGENCY CONDITIONS

- 11.1 Should the County, in its sole and reasonable judgment, decide that an unsafe or emergency condition exists on the Premises after written notification, the Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the County in writing and indicate the period within such condition shall be corrected. The County, in its sole discretion, may extend such period of time in order to permit the Licensee to cure, under such terms and conditions as appropriate.
- 11.2 Notwithstanding the foregoing, the Minimum Rink Requirement shall be abated as set forth below in the event of a cessation or interruption of services because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Licensee's reasonable control or due to any act of Licensee, including but not limited to NHL related interruptions or any problems that prevent the use of the Rink for more than one (1) day in any given month during the hockey season including pre- and post-season activities. In such event, the Minimum Rink Requirement shall be adjusted on a pro rata basis for each day Licensee is prevented from using the Rink based on a three hundred sixty-five (365) day year.
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- 11.3 If the Premises becomes unusable, in part or totally, preventing Licensee's use thereof, because of fire, accident or other casualty, the Facility Base Fee, Pro Shop Base Fee or Minimum Rink Requirement, as applicable, will be abated as set forth below until the Licensee's use of the applicable portion of the Premises is restored. In such event, the Facility Base Fee, Pro Shop Base Fee or Minimum Rink Requirement, as applicable, shall be adjusted on a pro rata basis for each day Licensee is prevented from using the Rink based on a three hundred sixty-five (365) day year. If the County so elects, it will repair and fully restore the damage to the Premises at its expense. If the Premises or the Rink are not repaired and fully functional within sixty (60) days, Licensee may give County written notice that Licensee is terminating this Agreement. The County shall have no rights to any insurance proceeds received or due to Licensee and any other damages Licensee may suffer.

## XII. FIXED EQUIPMENT

- 12.1 The Licensee shall in its sole and absolute discretion, at its sole cost and expense, provide and replace if necessary, all equipment (except those relating to building and related systems) necessary for Licensee's use of the Facility, and use and operation of the Pro Shop, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Facilities.

## XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 The Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this Agreement and replace same as needed to satisfy its obligations under this Agreement.
- 13.2 Title to all Expendable or Personal Equipment obtained by the Licensee shall remain in the Licensee and such equipment shall be removed by the Licensee at the termination or expiration of this Agreement. In the event such equipment remains in the Premises following such termination or expiration, the County may treat such property as abandoned and charge all reasonable costs and expenses incurred in the removal thereof to the Licensee.
- 13.3 Any equipment to be removed by the Licensee pursuant to Sections 12 and 13.2 of this Agreement shall be removed from the Premises in such a way as shall cause no substantial damage to the Premises taking into consideration the Licensee's use of the Premises. Notwithstanding its vacating and surrender of the Premises, the Licensee shall remain liable to County for any damage it may have caused to the Premises.

## XIV. CONDITION UPON SURRENDER

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- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this Agreement, the Licensee shall surrender the Premises, to which County holds title, in at least as good a condition as said Premises were found by the Licensee, reasonable wear and tear excepted taking into consideration the Licensee's use of the Premises.

#### XV. HOURS OPEN TO THE PUBLIC

- 15.1 The Pro Shop shall be open to the public not less than thirty-five (35) hours per week; provided the Rink is scheduled for public use for at least thirty-five (35) hours per week (the "Minimum Pro Shop Hours"). In the event the Rink is scheduled for less than thirty-five (35) hours of public use in any given week, the Minimum Pro Shop Hours requirement for that week shall be reduced to match the number of scheduled hours for public use. The Minimum Pro Shop Hours and the days and hours that the Pro Shop is open to the public may be modified on the mutual agreement of Licensee and the Commissioner. The Licensee shall endeavor to have the Pro Shop open during all open public skating sessions at the Rink. The Rink shall continue to be open to the public not less than seven (7) days a week in accordance with the schedule approved by Parks.

#### XVI. RESERVATION FOR THE DEPARTMENT SPECIAL EVENTS; PUBLIC ACCESS

- 16.1 For the purpose of this Article XVI, the term "Special Event(s)" shall mean any event for which the Department or Parks has issued a Special Event Permit. The County is permitted to authorize Special Events at the Rink for which Licensee may have no access to the Rink, unless otherwise agreed to by Parks or the Department; *provided, however*, that Licensee shall not be prevented from use of the Rink for more than five (5) non-consecutive weekdays and five (5) non-consecutive weekends per year. The Department or Parks agree to use its reasonable efforts to notify the Licensee at least sixty (60) days in advance of any such Special Event. Special Events shall be subject to Rink availability on the desired dates and any Rink rental previously scheduled by the Licensee and provided to the Commissioner shall take precedence over any Special Event. Notwithstanding the foregoing, in the event the Licensee participates in post-season play in any Contract Year, the parties agree to modify the timing of any Special Events to accommodate use of the Rink by the Licensee. It is expressly understood that this Section 16.1 shall in no way limit the Department's or Park's right to itself sponsor or promote Special Events at the Rink, or to enter into agreements with third parties to sponsor or promote such events, provided that the County will be responsible for security, maintenance and clean-up associated with any such Special Event. The Department and Parks represent to the Licensee that they have not granted to any other person or entity any agreement, permit, or right of possession or use that would prevent the Licensee in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein.
- 16.2 The Licensee must maintain the Pro Shop in a manner such that it is open to the general public during Special Events.

## XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 Except as provided in this Section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written notice to, and consent of, the County Executive or his or her duly designated deputy (the "County Executive"), which may be exercised in the County's sole discretion, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 17.2 If consent to assign, amend, waive or subcontract is granted, each assignee or successor to the assignee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Licensee for the performance of all the terms, covenants, conditions and agreements herein contained on the Licensee's part to be performed.
- 17.3 Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Licensee under this Agreement.
- 17.4 Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County of the provisions of this Section or relieve the Licensee of its liability for the full performance by it of the covenants of this Agreement on the part of the Licensee to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the assignee from obtaining the written consent of the County to any subsequent assignment or encumbrance if such consent is required under the provisions of this Section.
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- 17.5 This Article XVII shall not be deemed to prohibit the Licensee from granting to any person, firm or corporation ("Person") the right to use the Facility or Pro Shop for purposes intended to implement the Licensee's use of the Premises as set forth in Article VI of this Agreement, to charge admission therefor or to collect from any such Person fees or rentals for such use of the Premises subject to the Department's or Park's prior written consent.

## XVIII. REQUIRED CAPITAL IMPROVEMENTS

- 18.1 The County covenants to perform and complete, or cause to be completed, such Capital Improvements, including the construction and development of the Facility pursuant to plans and specifications approved by the parties, as well as the Pro

Shop and renovation of the Rink, as generally described in Appendix "B" and agreed or as may be agreed upon by the parties subject to the terms of this Article XVIII and the remainder of this Agreement. The County's cost to construct the Facility shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as set forth in the Settlement Agreement ("County's Cost"). The County shall construct the Pro Shop, all parking areas, and Rink renovation at its sole cost and expense. In the event that the County has expended the County's Cost, the Licensee shall contribute up to Six Hundred Thousand Dollars (\$600,000.00) towards construction of the Facility, for costs incurred above the County's Cost (the "Licensee Facility Contribution"). The Licensee Facility Contribution shall be due and payable to the County, or to the County's designee, within thirty (30) days of (i) the County's submittal of reasonably detailed supporting documentation evidencing the County's expenditure of the County's Cost following Substantial Completion, and (ii) delivery of the approved Rink and Facility in accordance with the plans and specifications approved by the parties. In the event of any dispute regarding the payment of the Licensee Facility Contribution, the Licensee shall pay any undisputed amount within thirty (30) days as stated above, and the parties shall endeavor to resolve the payment of the disputed portion of the Licensee Facility Contribution within sixty (60) days.

- 18.2 The County shall complete construction of the Rink renovation by August 15, 2015. The County shall complete construction of the first floor of the Facility and the data room on the second floor of the Facility by December 30, 2015. The County shall complete construction of the second floor of the Facility by February 28, 2016. The County shall complete construction of the Pro Shop by December 30, 2015. All construction shall be completed in accordance with the plans and specifications approved by the parties. In the event the County is unable to complete construction of each of the foregoing by the applicable deadline, the County shall be subject to a One Thousand Dollar (\$1,000.00) per day late fee, to be credited against the Base Fee, for each day until delivery of the applicable construction activity.
- 
- 18.3 The Licensee shall be solely responsible to provide all required furniture, fixtures and equipment ("FF&E"), which shall not include building and related systems as provided in Appendix "B", deemed necessary by the Licensee, at its sole cost and expense. It is expressly understood that Licensee shall be given access to set up or install FF&E as provided in this Agreement prior to Substantial Completion and such costs shall be in addition to the Licensee Facility Contribution.
- 18.4 Except where solely due to the default by Licensee beyond any applicable cure or remedy periods, in the event the County exercises its right to terminate or revoke this Agreement prior to the Agreement Expiration Date pursuant to Section 3.2(a), the Licensee shall be reimbursed for (i) the full amount of the Licensee Facility Contribution, and (ii) the unamortized portion of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), which shall be amortized evenly over one hundred twenty (120) months. The County shall reimburse the Licensee within

ninety (90) days of the effective date of such termination. In the event of such termination, the Licensee covenants to return the unamortized portion of the reimbursement to Lighthouse. The calculation of the unamortized portion of the reimbursement shall be verified by the Department and subject to the review, approval and audit of the County Comptroller.

- 18.5 The Licensee shall be permitted to make alterations, including capital expenditures, to the Facilities, subject to the prior written approval of the Department and Parks, such approval not to be unreasonably withheld.

#### XIX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

#### XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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#### XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, the Licensee shall comply with any and all applicable federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Licensee is bound by and shall comply with the terms of Appendix "EE" attached hereto. As used in this Agreement, the word "law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the Licensee's use and occupancy of the Pro Shop, the Licensee shall be responsible

for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, the Licensee shall comply with guidelines and procedures as may be enacted or adopted by the County or Parks provided to the Licensee in writing, including the following:

- (i) The Licensee shall be responsible for screening all Pro Shop personnel, including substantiating credentials and reference checks. In addition, the Licensee shall check each prospective Pro Shop personnel against the Statewide Sexual Offenders Registry.
  - (ii) The Licensee agrees not to hire or retain any Pro Shop personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.
  - (iii) The Licensee agrees not to hire or retain any Pro Shop personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.
  - (iv) Where the criminal history record of any Pro Shop personnel reveals a conviction of a crime, the Licensee shall, upon notice from the Commissioner, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing Pro Shop personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the Commissioner, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department or Parks to remove Pro Shop personnel from duty shall constitute a material breach of this Agreement.
- 
- (c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable state and federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify



the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

21.2 Nassau County Living Wage Law. Pursuant to Local Law 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Licensee agrees as follows:

- (i) The Licensee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which may be determined solely by the County. The Licensee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Licensee to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

#### XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by law:

- (a) The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement, except to the extent same are the responsibility of the County.

### XXIII. RELEASE, INDEMNIFICATION, DEFENSE, COOPERATION

- 23.1 Except if due to County's negligence or willful misconduct, the County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by the Licensee or any third party arising out of (i) the occupancy or use of the Premises or any property contained therein on the Premises, or (ii) any casualty occurring on or about the Premises or any property contained therein. The Licensee hereby expressly releases and discharges the County from any and all claims and actions alleging or arising out of the foregoing.
- 23.2 To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, the Department, Parks and their officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, reasonable attorneys' fees and disbursements) and damages, attributable to bodily injury or property damage directly ("Losses") arising out of or in connection with any negligent acts or omissions of the Licensee or a Licensee Agent, including the Licensee's operations pursuant to this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Licensee shall not be liable for Losses, if any, caused by the negligence or willful misconduct of the indemnified party.
- 23.3 In connection with the Licensee's indemnification obligation, the Licensee shall be entitled, at the Licensee's own risk and expense, to assume and control the defense of any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties with counsel chosen by the Licensee and approved by the Indemnified Party, and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- 23.4 ~~The Licensee shall, and shall cause Licensee Agents to, reasonably cooperate with the County, Parks and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.~~
- 23.5 The provisions of this Article XXIII shall survive the termination of this Agreement.

### XXIV. INSURANCE

- 24.1 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and

Two Million Dollars (\$2,000,000) aggregate coverage, (ii) excess liability coverage in the amount of at least Ten Million Dollars (\$10,000,000) in one or more layers, which limit may be revised from time to time but not more frequently than one (1) time per year by mutual agreement between the parties to reflect amounts which a prudent licensee of a comparable size and in a comparable endeavor in the New York metropolitan area would obtain, (iii) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and non-owned automobiles; and (v) such additional insurance as the County may reasonably request from time to time, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, to the extent Licensee makes any Capital Improvements pursuant to Section 18.5.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, such acceptance not to be unreasonably withheld, and (ii) in form and substance acceptable to the County. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Licensee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Licensee to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS  
AGAINST THE COUNTY

- 25.1 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Licensee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Chief Deputy County Executive ("CDCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Licensee shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department, (ii) Parks, and (iii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of the Licensee shall allege that the above-described actions and inactions preceded the Licensee's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

XXVI. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

- 26.1 Unless otherwise specified in this Agreement or required by law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of New York State, without regard to the conflict of laws provisions thereof.

XXVII. NOTICES

- 27.1 (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:
- (i) By personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

- (ii) By Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or
- (iii) By United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3<sup>rd</sup>) business day after the delivery of any such notice to the United States Postal Registry Clerk).

(b) All notices shall be addressed to the parties at the following addresses:

To the Licensee: New York Islanders Hockey Club, L.P.,  
1600 Old Country Road  
Plainview, New York 11803  
Attn: President

with a copy to: New York Islanders Hockey Club, L.P.,  
1600 Old Country Road  
Plainview, New York 11803  
Attn: General Counsel

To the County: County of Nassau  
Department of Public Works  
1194 Prospect Avenue  
Westbury, New York 11590  
Attn: Commissioner

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with a copy to: County of Nassau  
Department of Parks, Recreation & Museums  
Administration Building  
Eisenhower Park  
East Meadow, New York 11554  
Attn: Commissioner

with a copy to: Nassau County Attorney's Office  
One West Street  
Mineola, New York 11501  
Attention: Chief, Transactions Bureau

- (c) Either party may, by notice given pursuant to the provisions of this Article XXVII, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

#### XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

- 28.1 Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either party.
  - (a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - (b) Unless the application of this Subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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#### XXIX. SECTION AND OTHER HEADINGS

- 29.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### XXX. ENTIRE AGREEMENT

- 30.1 This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

#### XXXI. EXECUTORY CLAUSE

31.1 Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite approvals have been obtained, including, if required, approval by the County Legislature and any other governmental authorities, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

#### XXXII. POWER AND AUTHORITY

32.1 Licensee has the authority and power to enter into this Agreement and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms, and Licensee has no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement except as specifically set forth herein. The execution and delivery of this Agreement by the Licensee have been duly authorized by the Licensee.

#### XXXIII. WAIVER OF TRIAL BY JURY

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33.1 THE LICENSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY THE COUNTY AGAINST THE LICENSEE IN ANY MATTER RELATED TO THIS AGREEMENT.

#### XXXIV. CONFLICT OF INTEREST

34.1 The Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Licensee further represents and warrants that in the performance of this Agreement no person having such an

interest or possible interest shall be employed by it. No elected official or other officer or employee of the County, Parks or the Department, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

#### XXXV. PROCUREMENT OF AGREEMENT

- 35.1 The Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. The Licensee further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Licensee makes such representation and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- 35.2 For such a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, if any, and the Licensee shall not make any claim for, or be entitled to recover any sums or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this Agreement.

#### XXXVI. JUDICIAL INTERPRETATION

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- 36.1 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.



#### XXXVII. NO INTERPRETATION AGAINST DRAFTSMAN

- 37.1 County and the Licensee hereby agree that no provision of this Agreement shall be construed against either the County or the Licensee on the basis that the provision was drafted by such party or such party's counsel.

#### XXXVIII. FORCE MAJEURE

- 38.1 Except as provided herein, the parties shall be excused from performance of any of each party's obligations hereunder when such performance has been delayed, hindered or prevented by any cause or causes beyond such party's reasonable control, which shall include, without limitation, actions of the other party, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, labor union disputes, governmental restrictions, regulations or controls, court order and the acts of superior governmental authorities, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God or sudden failure of subsurface structures. Notwithstanding the foregoing, labor union disputes, governmental restrictions, regulations or controls, inability to obtain any materials or services, fire or other casualties, shall not be considered force majeure events providing relief to the County in relation to the construction completion deadlines for the Facility, Rink and Pro Shop.

#### XXXIX. SUCCESSORS AND ASSIGNS

- 39.1 This Agreement, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the County and the Licensee and, except as may otherwise be provided herein, their respective successors and assigns.

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#### XL. MISCELLANEOUS

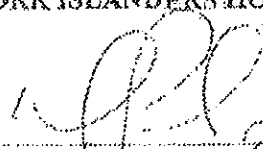
- 40.1 Bond Status. The Licensee shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, federal laws, rules and regulations regarding private activity and arbitrage. The Licensee shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.
- 40.2 Taxes and Impositions. The County shall pay, if applicable, directly to the appropriate taxing authority, as and when due and payable, any and all real property taxes, assessments or substitutes therefore imposed or levied against the Premises and the Licensee shall pay, if applicable, directly to the appropriate

taxing authority, as and when due and payable, any and all other taxes, assessments or substitutes which arise in respect of the operation, occupancy or use of the Premises.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Licensee and the County have executed this Agreement  
as of the date first above written.

NEW YORK ISLANDERS HOCKEY CLUB, L.P.

By:   
Name: Michael S. L...  
Title: SVP  
Date: 4/2/15

COUNTY OF NASSAU

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 5<sup>th</sup> day of June in the year 2015 before me personally came Michael J. Picker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of New York Islanders Hockey Club, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

**NOTARY PUBLIC**

MICHAEL J. MENCHISE  
Notary Public, State of New York  
No. 01ME6096643  
Qualified in Suffolk County  
Commission Expires August 4, 2015

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is \_\_\_\_\_ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**APPENDIX “A”**

**SITE MAP**

1



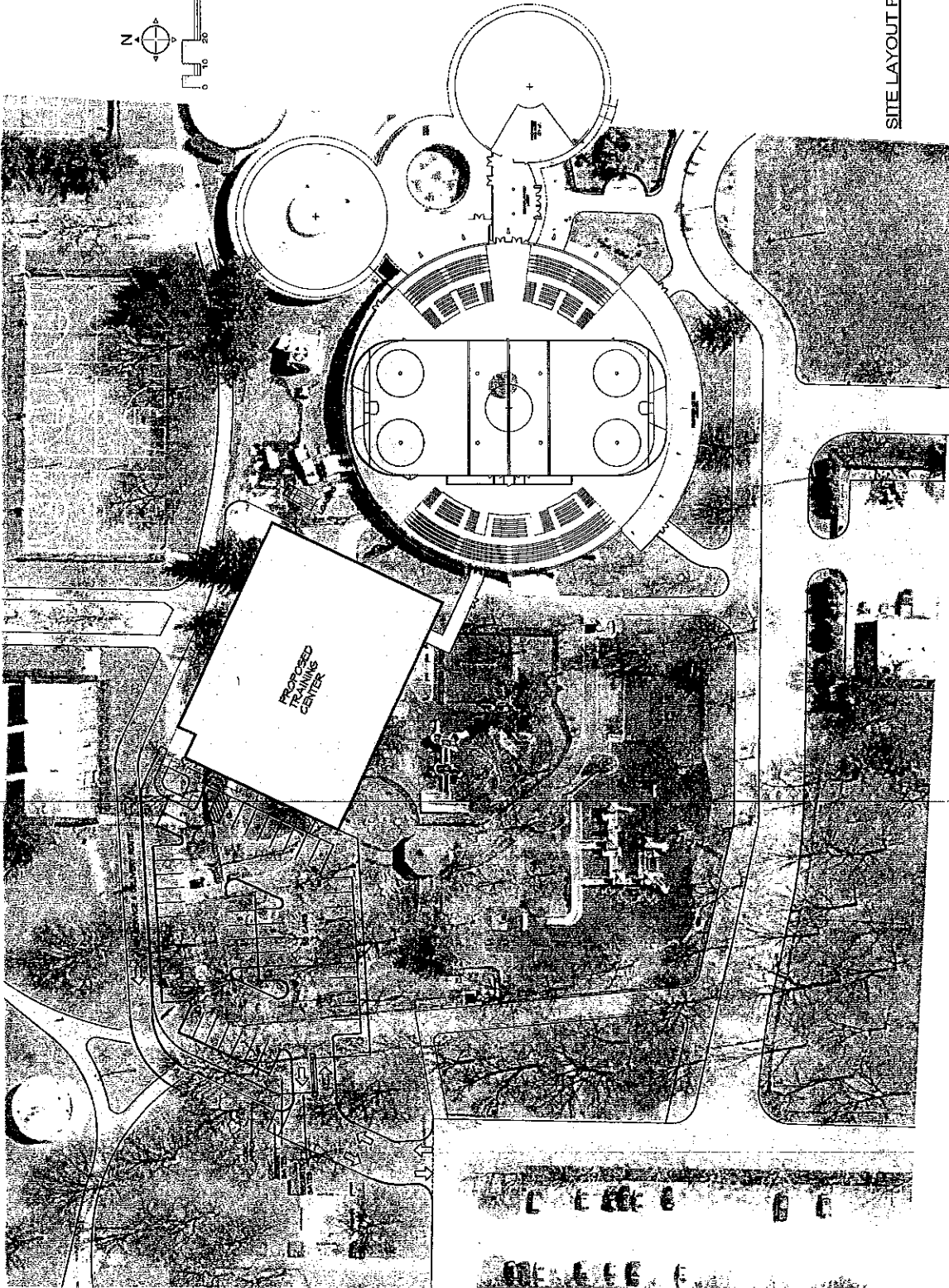
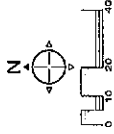
DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS

PROPOSED:  
ADDITONAL PARKING AND  
CATHOUSE PARKING RING  
HICKSVILLE, NY

CONTRACT NO.

44-115



DRAWING TITLE	
SITE LAYOUT PLAN	

DATE	APRIL 3, 2015
SCALE	AS NOTED
DESIGNED BY	PL
DRAWN BY	PL

SD-3a

SITE LAYOUT PLAN  
1" = 20'-0"

## **APPENDIX "B"**

### **INITIAL CAPITAL IMPROVEMENTS**

The County shall construct the Facility, Rink renovation and Pro Shop (the "Initial Capital Improvements") as set forth in this Agreement and this Appendix "B". The Initial Capital Improvement plans and specifications (the "Initial Capital Improvement Documents") are attached as Exhibit "A" to this Appendix "B". The Initial Capital Improvements construction milestone schedule (the "Initial Capital Improvement Schedule") is attached as Exhibit "B" to this Appendix "B".

Parking: Fifty (50) dedicated parking spaces located behind the rink facility for exclusive use of New York Islanders. Parking to be located as indicated on the site plan. Location will be private and secured with a lift gate.

- a. Inspections: Licensee and Licensee's representatives shall have the right, from time to time, to observe the progress of the Initial Capital Improvements, to inspect the installation of the Initial Capital Improvements, and to identify to the County's Project Manager ("PM") any work not in conformance with the Initial Capital Improvement Documents; however, no such observation shall create liability or responsibility on the part of the Licensee with respect to the nature or quality of the Initial Capital Improvements. The County shall be available, and cause its contractors to be available, in the presence of the County's PM, to Licensee or its representatives from time to time upon reasonable prior notice when necessary or desirable for the purpose of reviewing the Initial Capital Improvements. The County shall keep Licensee reasonably informed as to all material inspections and shall permit Licensee or its representatives to be present for such inspections. The County shall promptly deliver to Licensee all revisions to the Initial Capital Improvement Schedule.
- b. "Substantial Completion" shall be defined as the time when the Initial Capital Improvements are sufficiently complete so that Licensee can fully occupy and fully utilize the Premises without interruption, except for Punch List Items as coordinated, for the use for which they are intended as expressed in the Agreement. For illustration purposes, Substantial Completion shall occur upon the following:
  - (i) All the Initial Capital Improvements shall have been completed in accordance with the Initial Capital Improvement Documents (as modified by change orders) except for Punch List Items;
  - (ii) Licensee has been given thirty (30) days of access to selected areas for the purposes of installing furniture, fixtures and equipment and any Licensee systems;
  - (iii) All of the Facility's sanitary, electrical, HVAC, and other systems to the extent they serve or run through the Premises, shall be completed and in good order and operating condition, except for Punch List Items;

- (iv) The County shall authorize "beneficial use" for full occupancy for the applicable portion of the Premises, including the Facility, permitting legal use of the Premises for the purposes specified in the Agreement;
  - (v) Any dedicated parking and other shared areas as are reasonably required for full access to and normal use of the Premises shall have been finished in a clean and orderly condition affording access to the Premises, except for Punch List Items;
  - (vi) All work required to make the Rink fully functional as an NHL rink has been completed and tested to the reasonable satisfaction of Licensee; and
  - (vii) The County shall have delivered to Licensee written certification that the County has met its obligations under clauses (i) through (vi) of this Subsection and a current list of Punch List Items, certified by the County, and Licensee has delivered written acknowledgement of same.
- c. Punch List – The County shall notify Licensee at least thirty (30) days prior to the expected Substantial Completion, to schedule a "preliminary walk-through" between the parties to inspect the Initial Capital Improvements and prepare a list of preliminary Punch List Items. Not less than ten (10) days prior to the anticipated date of Substantial Completion, the County and Licensee shall jointly inspect the Premises to identify those Initial Capital Improvement items, if any, which do not conform to the plans and specifications ("Punch List Items"), the completion of which will not materially affect Licensee's use and occupancy as a fully functional Facility or the County's ability to authorize "beneficial use" for full occupancy for the applicable portion of the Premises. The County shall complete all Punch List Items within sixty (60) days following Substantial Completion of the Initial Capital Improvements. Punch List Items within Licensee's active work areas shall be performed after hours, unless expressly approved by Licensee in its sole discretion, and shall not interfere with Licensee's business operations. If the County fails to complete the mutually agreed upon Punch List Items within such period of time, the Licensee shall have the right to make such repairs (except unauthorized work) with the County's approval and inspection and to charge the County for the actual cost of such repairs, which the County agrees to pay promptly upon receipt, provided that back-up documentation is provided to the County. Substantial Completion shall not be delayed notwithstanding delivery of any such Punch List. Punch List Items are those not impacting beneficial use or warranty and constitute minor repairs. Notwithstanding the above, the parties recognize and agree that the County will be completing construction of the Facility while the Licensee may be occupying and utilizing portions of the Facility. The County shall be permitted to complete such construction activities during normal business hours and the parties shall work cooperatively to minimize any impact on the Licensee's activities. Notwithstanding the above, the County shall complete the applicable Punch List Items within sixty (60) days following the (i) first floor and data room delivery, (ii) second floor delivery, and (iii) site work, as applicable.
- d. No Miscellaneous Charges – The County shall provide that Licensee shall not, directly or indirectly, be charged for supervision or administration or for the use of parking at any

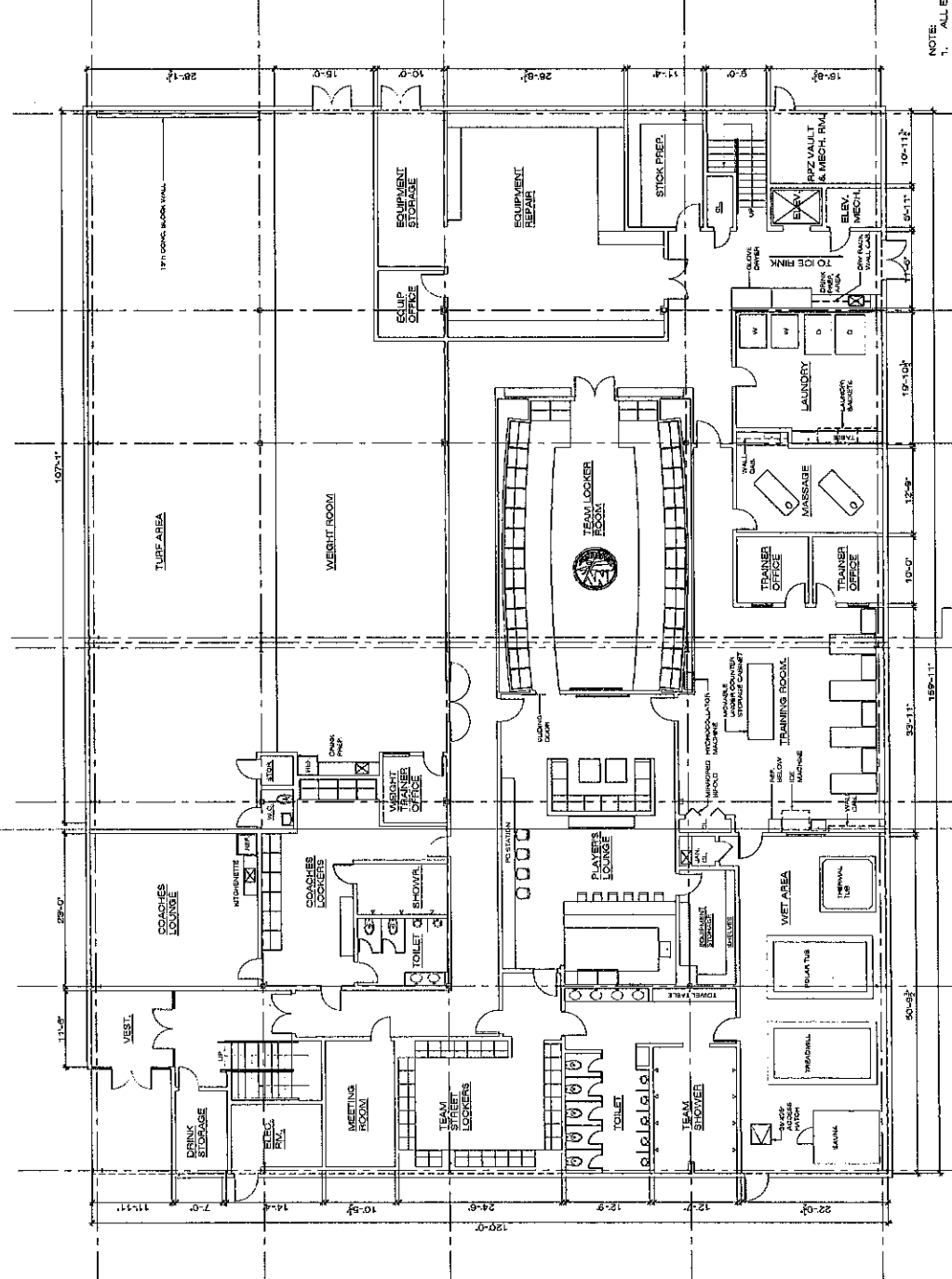


time during construction. In this connection, the HVAC systems for the Premises shall be run during installation and notwithstanding a holiday when Licensee is moving into the Premises. The County shall run the HVAC systems twenty-four (24) hours per day, for two (2) days prior to Licensee's move into the Premises to purge the Premises of odors and smells associated with construction and installation and to clean the Facility immediately prior to Licensee's move-in.

- e. The County shall allow Licensee access to the Facility not less than thirty (30) days prior to the Substantial Completion of the Initial Capital Improvements for the purpose of installing its furniture, equipment or fixtures and other items in the Facility, provided any such access does not impact existing work per the approved Initial Capital Improvement Schedule (the "Licensee Installation Access Date"). Notwithstanding anything to the contrary set forth in this Agreement, if the County is unable for any reason to allow Licensee access to the Facility on the Licensee Installation Access Date, then Substantial Completion shall not be deemed to have occurred until Licensee has been allowed access to the Facility pursuant to this Agreement for not less than thirty (30) days. Licensee will coordinate with the County to minimize interference with the County's work. In addition to the foregoing, the County shall provide appropriate access to any internet or cable provider at any stage of construction as required for the installation of such service, provided such work is pre-approved by the County PM in the form of "milestones".
- f. Construction Schedule – The Initial Capital Improvement Schedule shall include a reasonably detailed description of completion of the project by trade. The County shall periodically provide Licensee with an updated Initial Capital Improvement Schedule for completion identifying all relevant milestones, including necessary submissions/approvals, permit and construction processes.
- g. Change Requests, Change Orders and Substitutions – After Licensee and the County have approved the Initial Capital Improvement Documents, if Licensee wishes to make any minor changes, which changes in the aggregate shall not exceed 10% of the bid cost for the particular trades (the "Minor Changes") to the Initial Capital Improvement Documents, Licensee shall request such change in written notice to the County and such request shall be accompanied by all information and instructions necessary to describe such change from the previously approved Initial Capital Improvement Documents. The County shall be responsible to maintain a change request and order system covering all aspects of the design and construction process. Change requests will be numbered sequentially and must be agreed in writing by the Licensee and the County, respectively, within three (3) days of receipt; upon such agreement, each change request will be given a change order number. Each change order shall include the scope of work along with a written estimate of cost (or savings) and any associated delays (or accelerations) for each change order. Said change orders to include any incidental or related scope, expenses and schedule impacts that are reasonably inferable by said change including, but not limited to, design fees, penalties, general conditions and related work in other trades. All changes or substitutions approved by Licensee will be paid by Licensee within thirty (30) days of completion and receipt of an invoice for same which invoice will include sufficient supporting documentation and retainage, including claims if any due to schedule impact. The Licensee's payment for any requested Minor Changes shall be in

addition to the Licensee Facility Contribution. To the extent that any Minor Changes delay the delivery of construction beyond the applicable deadlines set forth in Section 18.2 of this Agreement, such applicable deadline shall be extended by a number of days equal to the delay caused by the Minor Changes. Licensee may, at its discretion, request approval of substitutions. Such substitutions shall be in the form of a change order. Any change request will be deemed rejected unless mutually approved in writing by Licensee. The County shall include rejected changes in the change order log and dispose of accordingly. The County shall make no additions, deletions, revision, substitution or other changes to the plans or specifications without Licensee approval unless it is required due to site conditions, workers' safety or other agencies having jurisdiction such as Health Department and Fire Marshall.

**EXHIBIT "A"**  
**INITIAL CAPITAL IMPROVEMENT DOCUMENTS**





DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS

PROPOSED:  
ADDITION & RENOVATION OF  
CANTAGUE PARK ICE RINK  
HICKSVILLE, NY

CONTRACT NO. 41815

DATE

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

PROPOSED ICE RINK  
MODIFICATIONS

DATE

SCALE

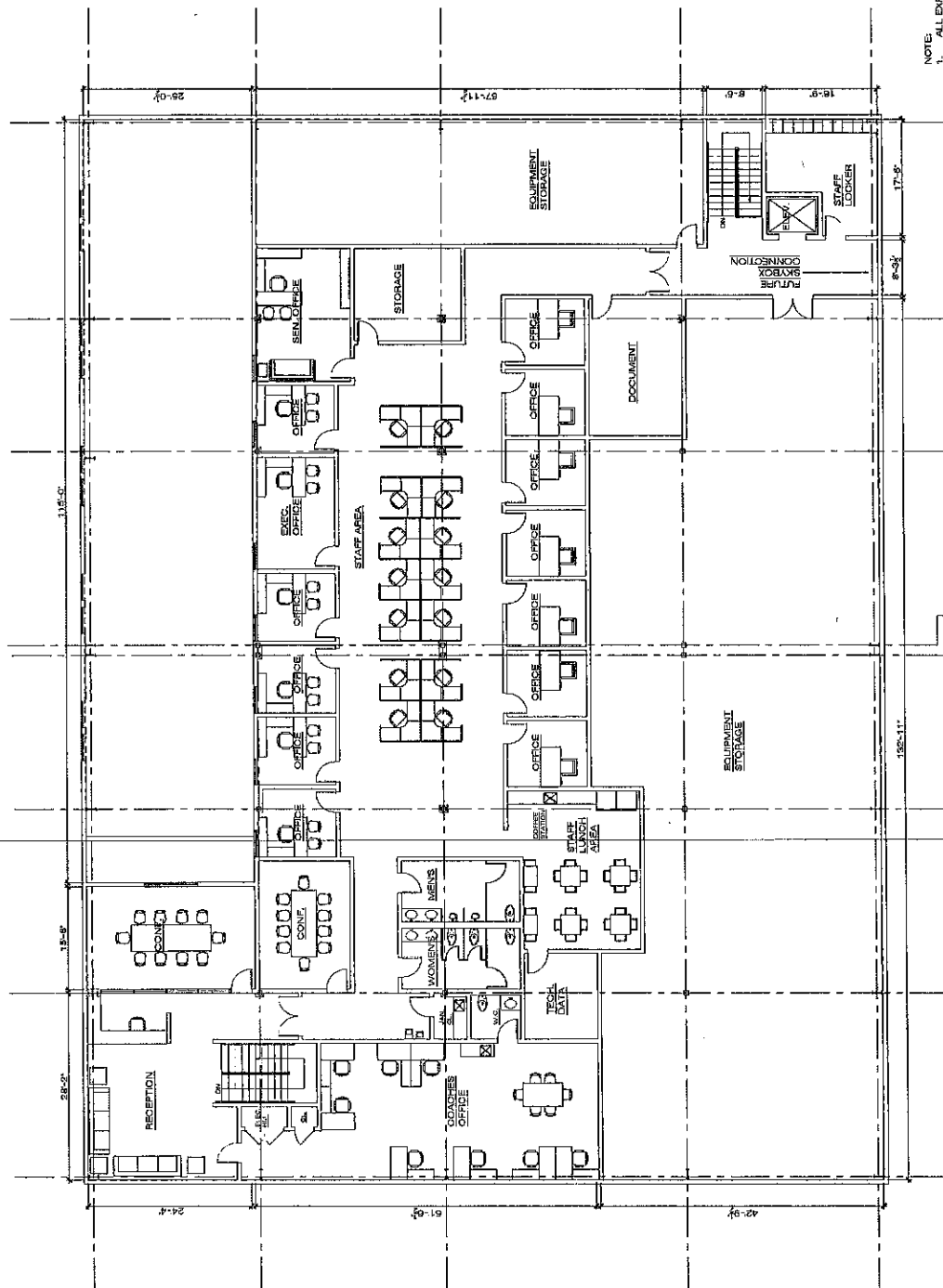
DESIGNED BY

CHECKED BY

DATE

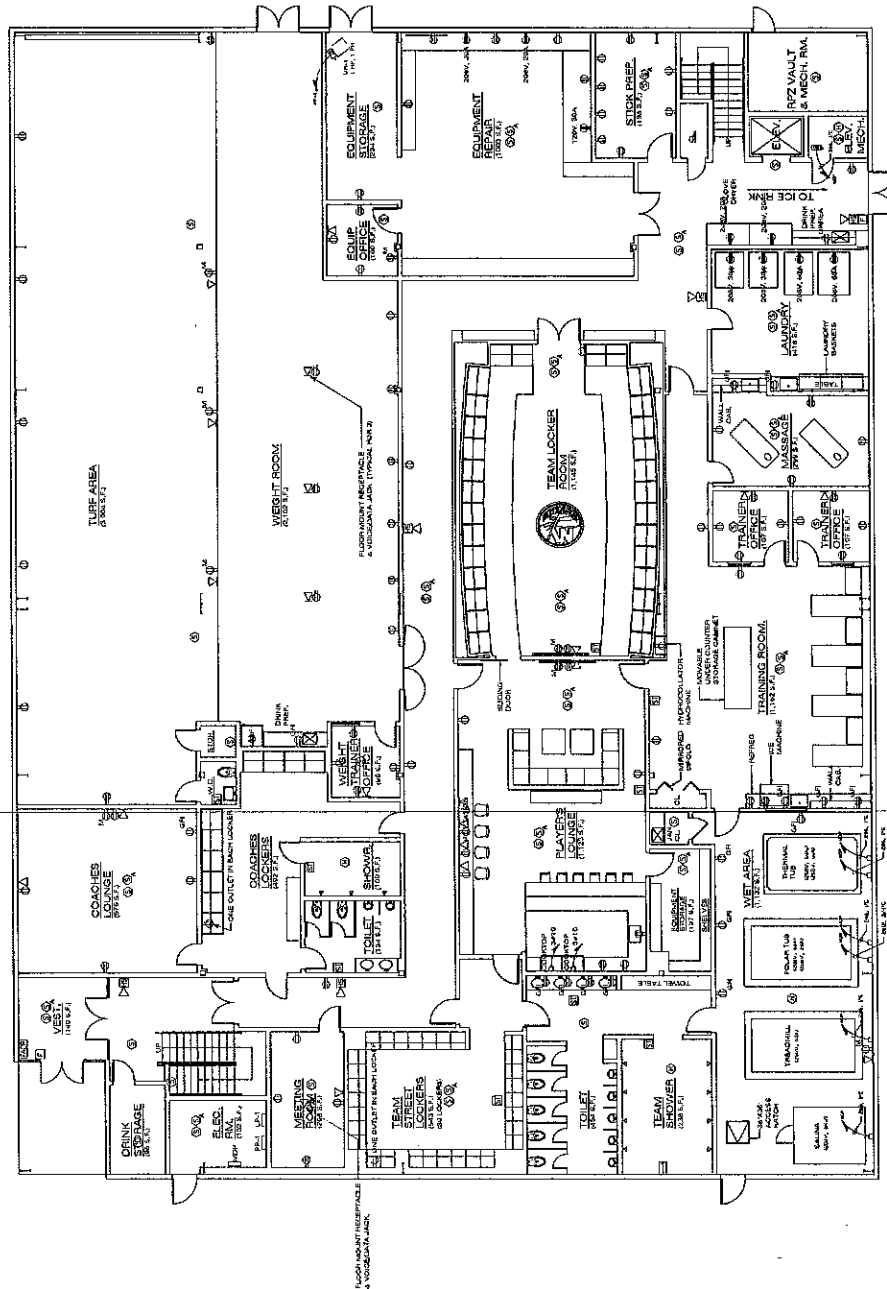
A-2

- NOTE:
1. ALL EXPOSED SPRINKLER HEADS SHALL HAVE BASKET-TYPE PROTECTIVE COVERS. CONFORM TO ALL NEW YORK STATE AND LOCAL REQUIREMENTS.
  2. PROVIDE 2" SOUND ATTENUATION BATT'S IN ALL MEETING ROOMS, CONFERENCE ROOMS, COMPUTER ROOMS, SENIOR CENTER AND SELECTED TRAINING AREAS.



PROPOSED TRAINING CENTER: 2ND FLOOR  
1/8" = 1'-0"

11



1. MAXIMUM (3) TO CONVENIENCE DUPLEX RECEPTICLES PER 20 AMP CIRCUIT.
2. PROVIDE CATEGORY 6 CABLES & CONDUIT FOR VOICE/DATA JACKS. MAXIMUM OF 3 CABLES PER 1" CONDUIT CABLES TO BE TERMINATED AT JACKS AND MOF IN TELECOM ROOM.
3. PROVIDE CABLES AND JACK BOXES FOR CARD ACCESS SYSTEM AS PER LICENSEE. MAXIMUM OF 3 CABLES PER 1" CONDUIT CABLES TO BE TERMINATED AT CONTROL RACK IN TELECOM CLOSET.
4. MOF IN TELECOM ROOM ON SECOND FLOOR MUST BE OPERATIONAL FOR OCCUPANCY OF FIRST FLOOR.

PROPOSED TRAINING CENTER: FIRST FLOOR



DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

PROPOSED:  
ADDITION & RENOVATIONS  
CANTAGIONE PARK ICE RINK  
FRIEDMAN, NY

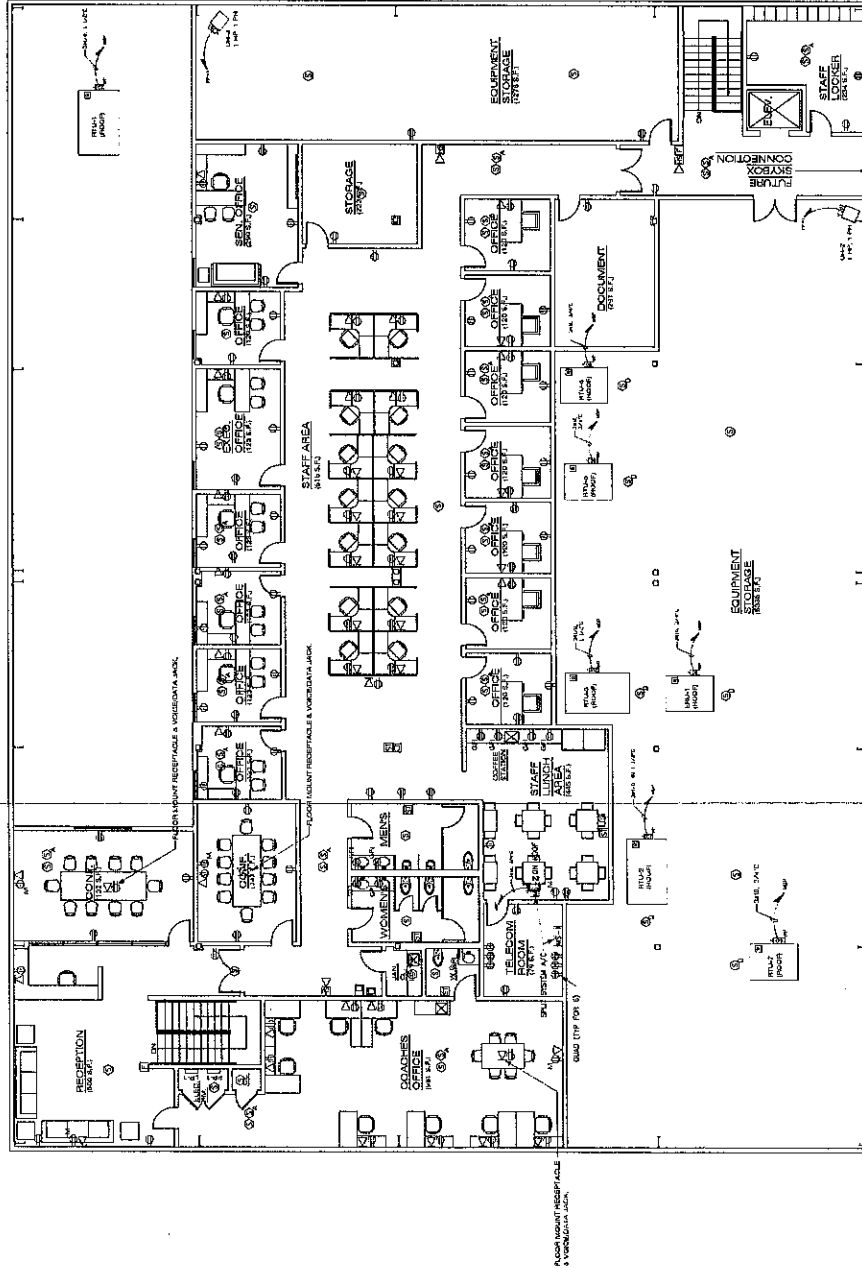
CONTRACT NO. 4519

NO.	DATE
ISSUE / REVISION	DATE

UNANSWERED TITLE	
PROPOSED TRAINING CENTER 2ND FLOOR	

DATE	NOV 18, 2015
SCALE	AS NOTED
DESIGNED BY	VC/CM
DRAWN BY	VC/CM

E-2



NOTES:

1. MAXIMUM OF 10 CONVENIENCE DUPLEX RECEPTACLES PER 70 AMP CIRCUIT.
2. PROVIDE CATEGORY 6E CABLES & CONDUIT FOR VOICE/DATA JACKS. MAXIMUM OF 3 CABLES PER 1" CONDUIT. CABLES TO BE TERMINATED AT JACKS AND MDF IN TELECOM ROOM.
3. PROVIDE CABLES AND BACK BOXES FOR CARD ACCESS SYSTEM AS PER LICENSEE. MAXIMUM OF 3 CABLES PER 1" CONDUIT. CABLES TO BE TERMINATED AT CONTROL RACK IN TELECOM CLOSET.
4. MDF IN TELECOM ROOM ON SECOND FLOOR MUST BE OPERATIONAL FOR OCCUPANCY OF FIRST FLOOR.

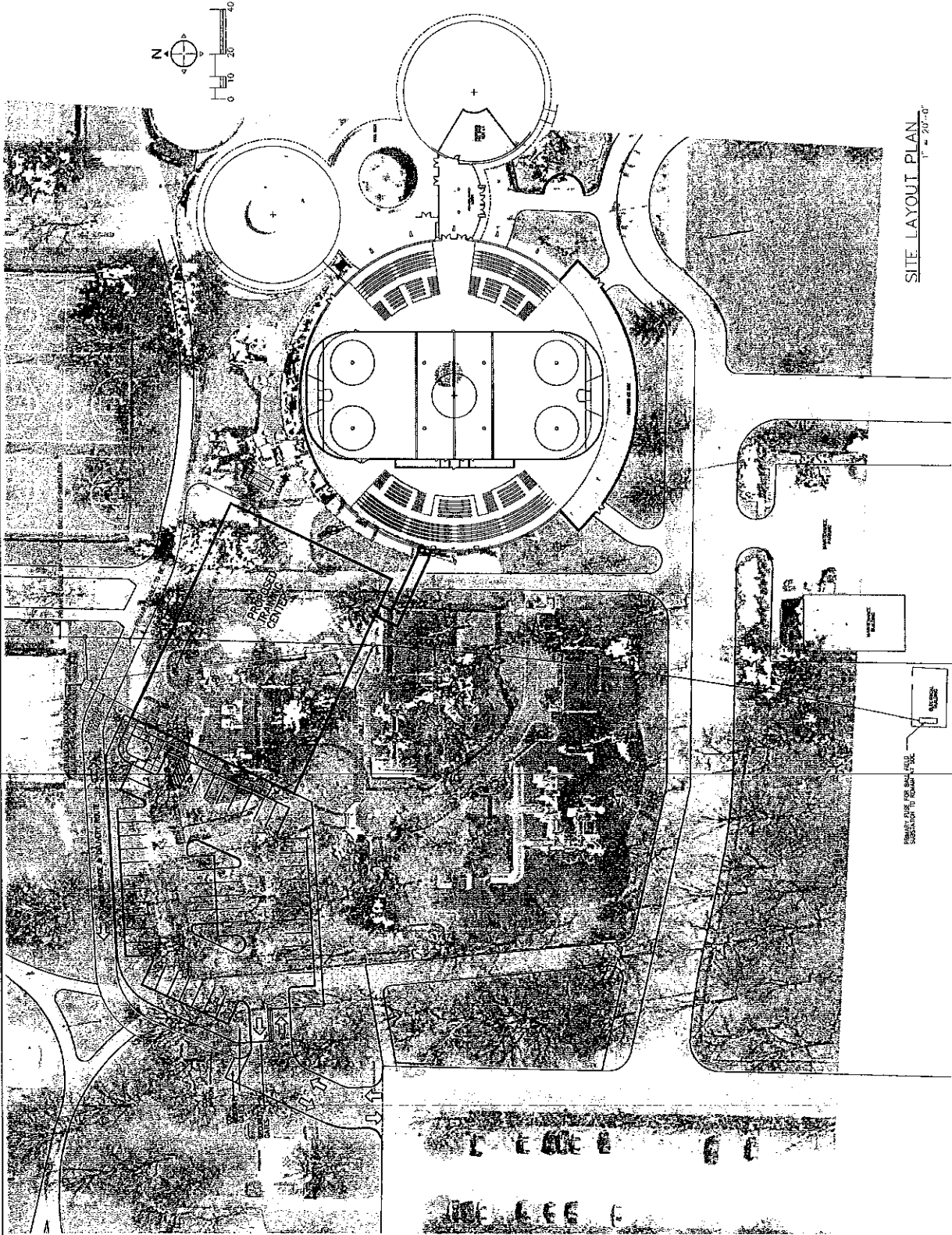
PROPOSED TRAINING CENTER: 2ND FLOOR (ALTERNATE)

30' x 100'

Architectural floor plan of the 1976 Olympic Village for the United States team. The plan shows various rooms including dormitories, a team locker, training rooms, a weight room, and a lounge. It also includes a large outdoor area labeled 'TURF AREA' and a 'POOL' area. The layout is organized into several wings with a central corridor system. Key areas include 'ON DINNER', 'COACHES', 'TOILET', 'TEAM LOCKER', 'TRAINING ROOM', 'WEIGHT ROOM', 'LOUNGE', 'POOL', and 'TURF AREA'. The plan is labeled with '1976 OLYMPIC VILLAGE' and 'UNITED STATES TEAM'.









DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:  
PROPOSED:  
ADDITION & RENOVATIONS  
TO THE EXISTING  
CANTALUPE COUNTRY CENTER,  
HICKSVILLE, NY

CONTRACT NO. 4519

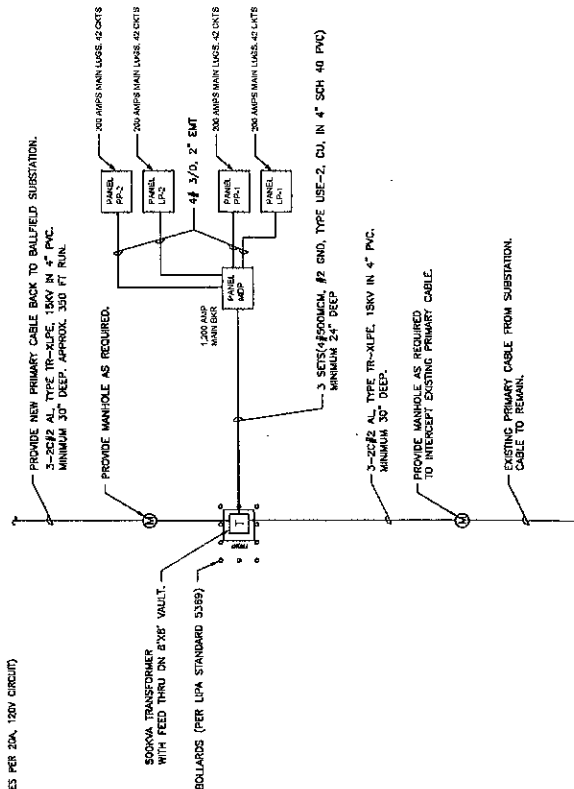
### FIRE ALARM SYMBOL LEGEND

- ① AREA SMOKE DETECTOR
- ② ABOVE CEILING AREA SMOKE DETECTOR WITH REMOTE INDICATING LIGHT
- ③ DUCT MOUNT SMOKE DETECTOR WITH REMOTE INDICATING LIGHT
- ④ AREA HEAT DETECTOR (LIST RATE OF RISE)
- ⑤ WALL MOUNT STROBE LIGHT
- ⑥ PULL STATION
- ⑦ AUXILIARY RELAY WITH ENCLOSURE AND INDICATING LIGHT (FOR SILENT DOWN CONTROL)
- ⑧ COMBINATION HORN/STROBE UNIT
- ⑨ FIRE ALARM CONTROL PANEL
- ⑩ ADDRESSABLE CONTROL RELAY OUTPUT MODULE FOR FAN CONTROL

### SYMBOL LEGEND

- CONDUIT AND WIRE RUN CONCEALED IN FLOOR CEILING OR WALL. ARROWS INDICATE PORTIONS OF PARALLEL CIRCUITS. MINIMUM 2 #12 THINWALL-2 IN 3/4" CONDUIT UNLESS OTHERWISE NOTED.
- ① DUPLEX RECEPTACLE, 125V, 15A, MOUNT 18" AFT.
- ② SINGLE RECEPTACLE ON A DESIGNATED CIRCUIT. SIZE AS NOTED ON DRAWING. MOUNT 18" AFT.
- SS TOGGLE SWITCH, 125V, 15A, MOUNT 48" AFT.
- D4 SINGLE GANG BOX FOR TELE/DATA JACKS, JACKS AND CABLES BY OTHERS.
- ⑧ NON-FUSED DISCONNECT SWITCH. NUMBER INDICATES SIZE. WP INDICATES WEATHER PROOF (NEW 360).
- ⑩ CEILING MOUNT, DUAL FACE, LED EXIT SIGN. ARROWS INDICATE DIRECTION. LITHONIA QUANTUM #LOW-S-W-3-R-120/277-0-L-N.
- ⑪ CEILING MOUNT, SINGLE FACE, LED EXIT SIGN WITH EMERGENCY HEAD LIGHTS. LITHONIA QUANTUM CAT. #LOW-S-W-1-R-120/277-N.
- ⑫ WALL MOUNT EMERGENCY HEAD LIGHT UNIT. LITHONIA QUANTUM CAT. #ELM25-50-N.
- ⑬ 2'X2' LED RECESSED TROFFER. FINITE CAT. #RPR-1-2X2 (MAXIMUM OF 20 FIXTURES PER ZONE, 120V CIRCUIT)
- ⑭ 2'X4' LED RECESSED TROFFER. FINITE CAT. #RPR-1-2X4 (MAXIMUM OF 20 FIXTURES PER ZONE, 120V CIRCUIT)
- ⑮ LED HIGH BAY FIXTURE. MELPHAME PHAZON CAT. #PMS-1800LM-40K-BOOR-45-P-WH-W (MAXIMUM OF 5 FIXTURES PER ZONE, 120V CIRCUIT)
- ⑯ LED RECESSED DOWN LIGHT. GOTHAM CAT. #GO-8-40/9-120-UP-TW
- ⑰ LED RECESSED MINI DOWN LIGHT. WHONIA MIN MARKER CAT. #LED-MIN-8-1-1-SHO-001-NOT200-3M-X-STD
- ⑱ LED RECESSED OUTDOOR MOUNTED DOWN LIGHT.
- ⑲ LED WALL PACK. LITHONIA TNA
- ⑳ LED CABLE MOUNT FIXTURE. LITHONIA 2 SERIES CAT. #L2M-LAB-3000LM-WD-MOUNT-40K-800FE-WH

FIXTURES TO BE APPROVED BY LICENSEE



ELECTRICAL RISER DIAGRAM

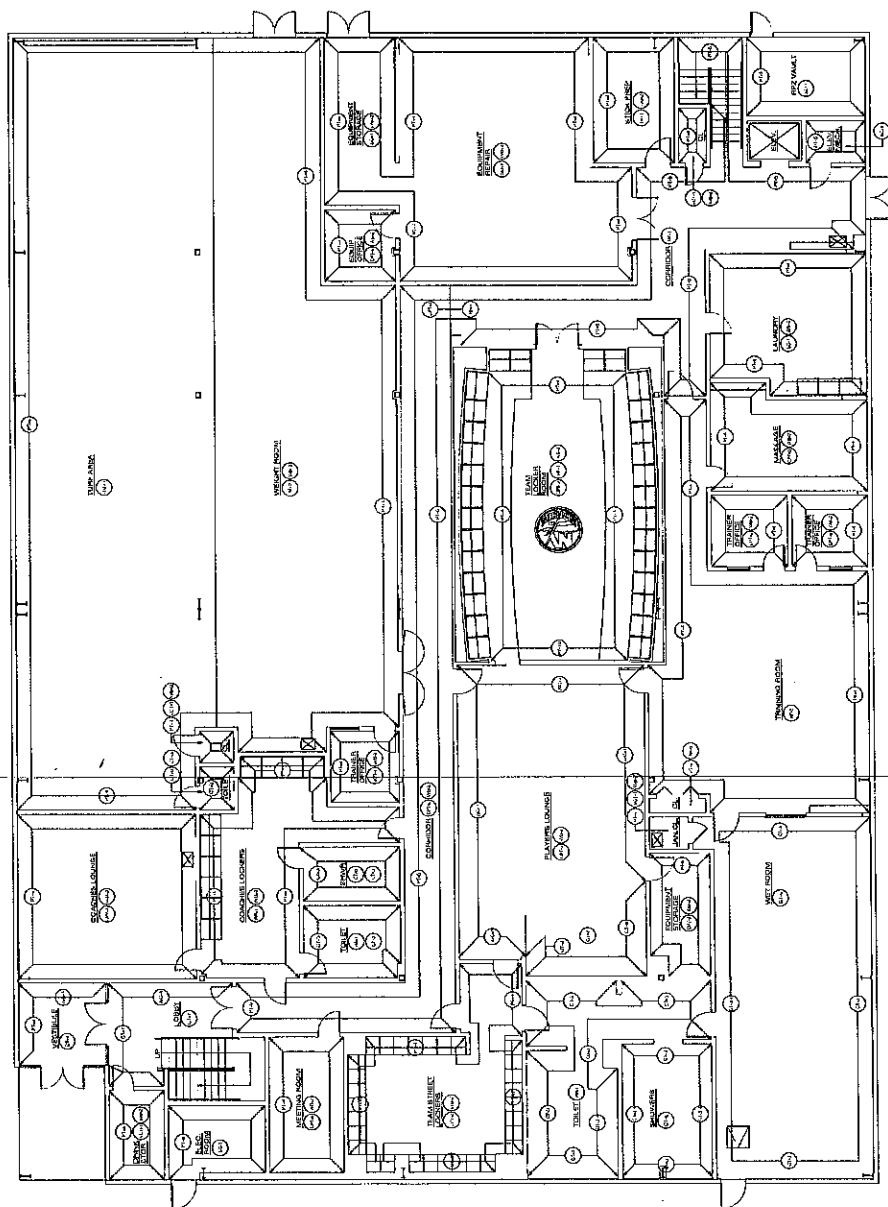
NOTES, SYMBOLS &  
RISER DIAGRAMS

DATE MAY 18, 2019  
SCALE AS NOTED  
DRAWN BY  
CHECKED BY  
APPROVED BY

DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROPOSED:  
ADDITION & RENOVATIONS  
CANTLAQUE PARK ICE RINK  
HICKSVILLE, NY

CONTRACT NO. 41B16



NOTE: ALL COLOR SELECTIONS SUBJECT TO REVIEW AND APPROVAL BY L'ORÉAL

PROPOSED TRAINING CENTER: FIRST FLOOR

1-1-1

DRAWING TITLE:  
PROPOSED ICE RINK  
MODIFICATIONS  
FINISH PLAN

DATE	MARCH 22, 2015
SCALE	AS NOTED
DESIGNED BY	WJCH
DRAWN BY	WJCH



DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

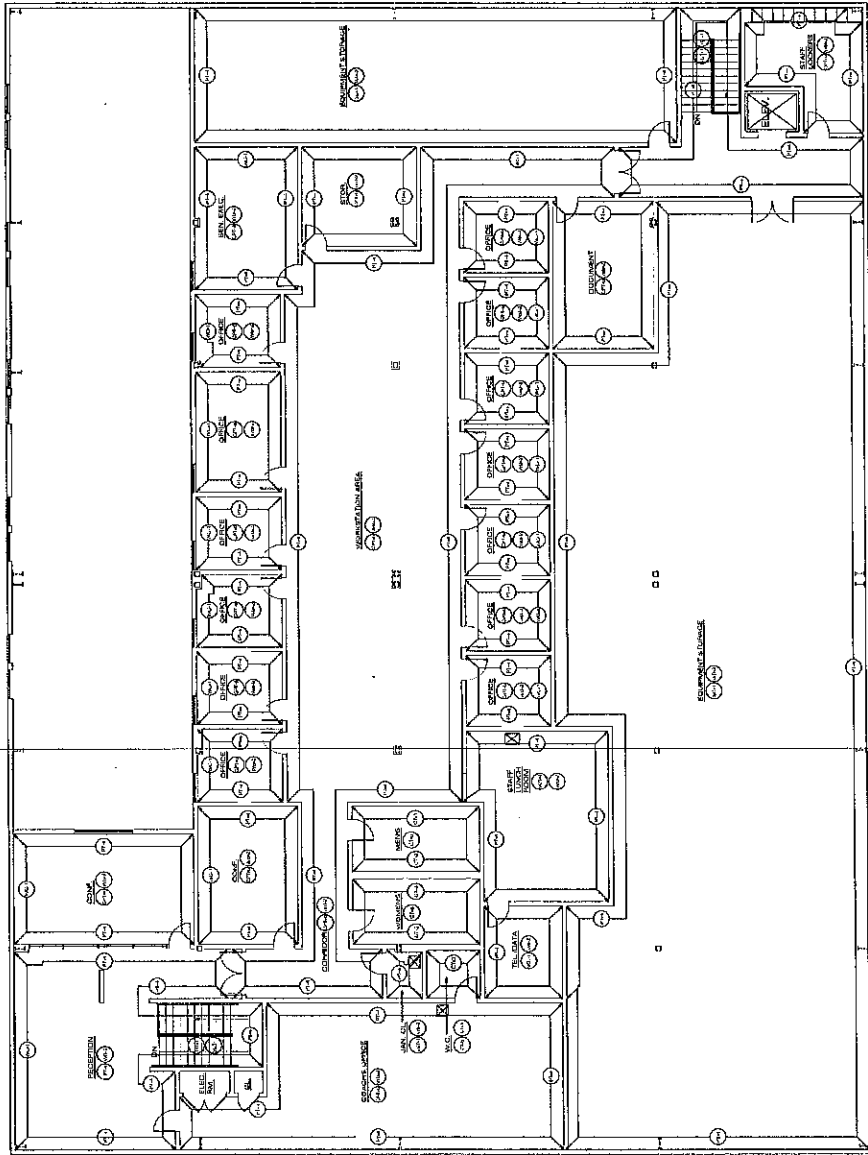
PROPOSED  
ADDITONAL RENOVATIONS  
CANTIQUE PARK ICE RINK  
HICKSVILLE, NY

CONTRACT NO. 04-15

FOR PLUMBING	4-15-15
FOR ELECTRICAL	5-15-15
FOR MECHANICAL	6-15-15
FOR FINISHES	7-15-15
FOR FURNITURE	8-15-15
FOR LANDSCAPE	9-15-15
FOR SIGNAGE	10-15-15
FOR SPECIALTIES	11-15-15
FOR TOTAL	12-15-15

DRAWING TITLE:  
PROPOSED ICE RINK  
MODIFICATIONS  
FINISH PLAN

DATE	MARCH 22, 2015
SCALE	AS NOTED
DESIGNED BY	VJ/DM
DRAWN BY	VJ/DM



PROPOSED TRAINING CENTER: 2ND FLOOR  
1/8" = 1'-0"

FN-2



DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

PROPOSED  
ADDITION & RENOVATIONS  
CANTAGUE PARK ICE RINK  
HICKSVILLE, NY

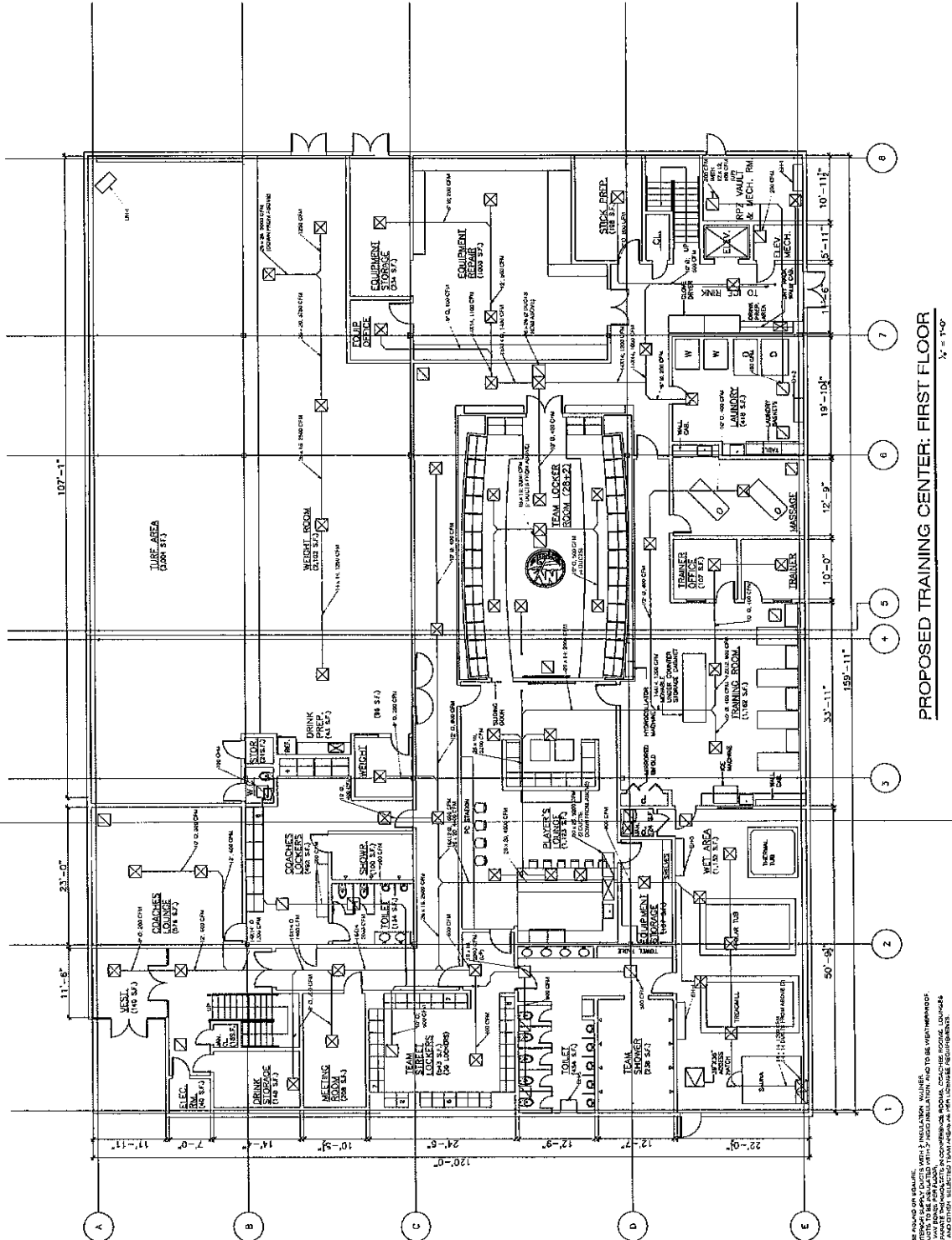
CONTINUED P. 2. 41315

DATE	APRIL 11, 2016
SCALE	AS NOTED
DESIGNED BY	W. COLA, A.
DRAWN BY	W. COLA, A.

DRAWING TITLE:  
PROPOSED TRAINING  
CENTER 1ST FLOOR

M-1

SHEET 1 OF 3



NOTES:  
1. EXTERIOR WALLS AND ROOF SHALL BE INSULATED WITH 3\"/>



DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROPOSED  
ADDITION & RECONFIGURATION  
CENTRAL PARKING GARAGE  
HICKSVILLE, NY

PROJECT NAME AND ADDRESS

CLIENT NAME

DATE

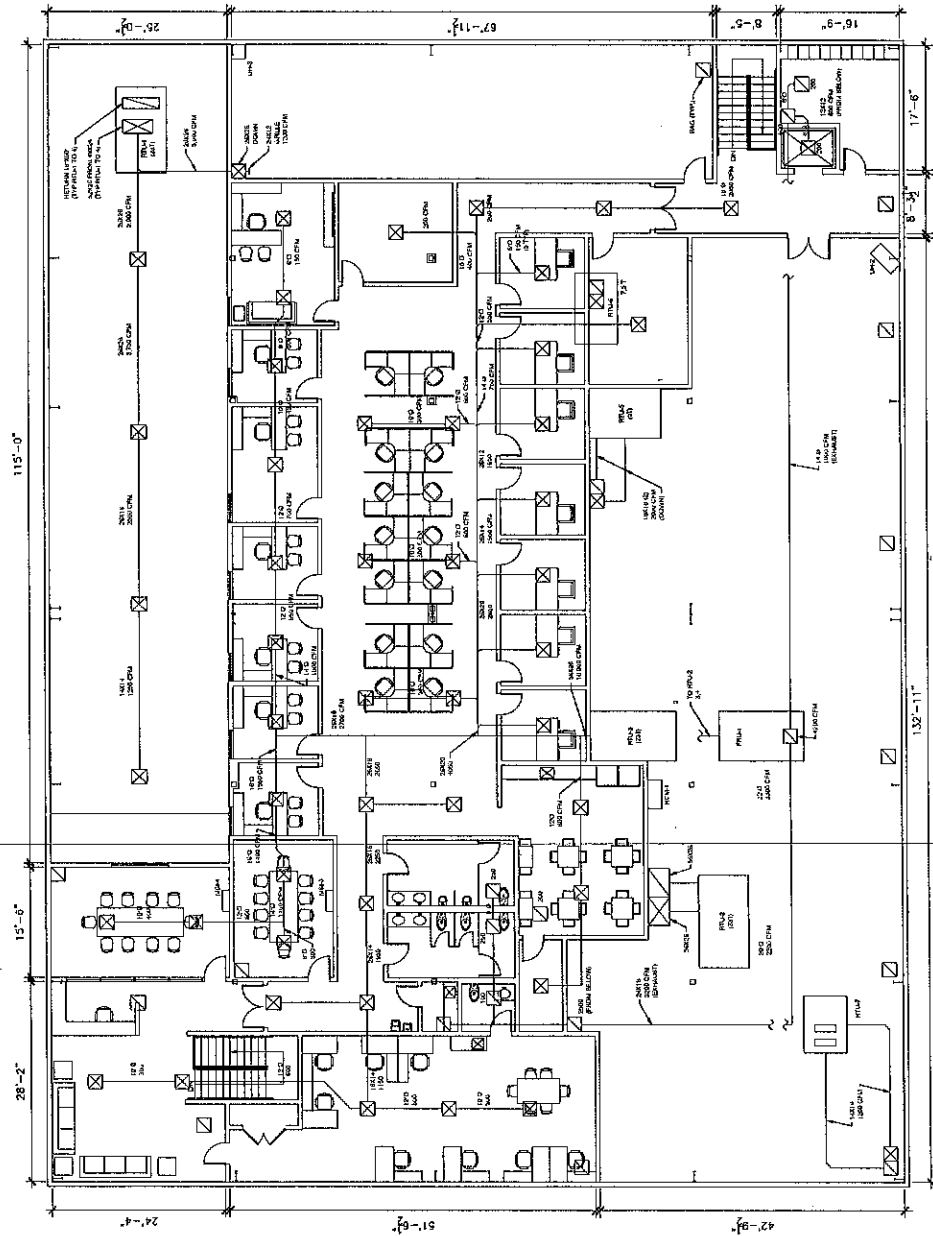
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100	06-08-15	MM	ISSUED FOR PERMIT

DRAWING TITLE  
PROPOSED TRAINING  
CENTER 2ND FLOOR

DATE	06/19/2015
SCALE	AS NOTED
DESIGNED BY	MM
DRAWN BY	MM

M-2

6/19/15



- DESIGN / PERFORMANCE CRITERIA (ALL FLOORS)
1. PROVIDE SEATING FOR STUDENTS AT 20 PPS WITH COUNSELING AS APPROPRIATE.
  2. PROVIDE STUDENT WORKSTATION WITH STUDENT WORKSTATION AND STUDENT WORKSTATION.
  3. PROVIDE STUDENT WORKSTATION WITH STUDENT WORKSTATION AND STUDENT WORKSTATION.
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  10. PROVIDE STUDENT WORKSTATION WITH STUDENT WORKSTATION AND STUDENT WORKSTATION.

PROPOSED TRAINING CENTER: 2ND FLOOR  
1/4" = 1'-0"

EQUIPMENT SCHEDULE	
UNIT	DESCRIPTION
RTU-7	CARRIER ROOFTOP MODEL 48HCT64 G195-2F3J0. LISTED OPTIONS INCLUDE S3 HEAT EXCHANGER, HUMIDIFIER, STANDARD STATO BLOWER MOTOR, WITH SPEED (VFD) CONTROL, ECOGAL COILS, INVERTED HALOGEN, ENTHALPY ECONOMIZER, ROOF CURB, USE 2 SPACE TEMPHUMID SENSORS, PREHEAT, UNIT DIMENSIONS 87X42X34 1/4, APPR. WEIGHT 2400#. (RTU-7 34 AMPS, RTU-5 45 AMPS) UNITS TO BE PROGRAMMED SUCH THAT THEY CAN SIMULTANEOUSLY HEAT AND DEHUMIDIFY. (DUCTWORK FOR RTU-7 TO BE ALUMINUM)A TO SERVE WET ROOM.
MS-1	MITSUBISHI MINI-SPLIT, 3 TON UNIT, WITH 3 INTERIOR WALL UNITS, (2 SECOND FLOOR MEETING ROOMS, 1 SECOND FLOOR IT ROOM.)
MB 1-30	MIXING BOX CARRIER MODEL 35ED7303L08C42X0SH. BOXES TO BE INSTALLED IN AREAS FED BY RTU-2 AND RTU-3

UNIT	DESCRIPTION
RTU-1-6	CARRIER ROOFTOP MODEL 48H0TE0602 QS-2F3Q, LISTED OPTIONS INCLUDE SS HEAT EXCHANGER, STAGE COILING, WITH HUMIDIFIER, MEDIUM STATO, 10 FILTERS, 2 SPEED CONTROLS PER 2 STAGE, BANGSOMETRIC REEFER, LOW AMBIENT, ROOF CURB, USE 2 SPACE, TYPICAL DIMENSIONS PER UNIT, UNIT DIMENSIONS 87X142X48H, APPR. WEIGHT 2400# OR 208V, 49 AMPS, RTU-5 TO SERVE EQUIPMENT/LAUNDRY AREA, RTU-6 TO SERVE MAIN LOCKER ROOM OR SECOND FLOOR STORAGE AREA, (PRIORITY IS MAIN LOCKER ROOM.)
UH-1-3	GAS FIRED UNIT HEATERS, MODELS UDAS 360 (UH-1), 250 (UH-2), 125 (UH-3) BOTH WITH 1 HP MOTORS, 208V, UNITS TO COME WITH PROGRAMMABLE THERMOSTATS, WITH ON/OFF/AUTO OF FAN SWITCH, 2 STAGE GAS VALVES, MANUAL GAS SHUT OFF, COMBINATION IN/EX/STAND BY VALVES WITH ALL HARDWARE, (UH-1 TO SERVE TURF AREA, UH-2 AND 3 FOR STORAGE AREA)
F-1,2,3	NARELY MODEL 55101, (G TOTAL) 120V, 1 AMP, WALL INST. HARDWARE, PROVIDE PROGRAMMABLE SPEED CONTROLLERS, (FOR TURF AREA (E-1,2) AND LOCKER ROOM (F-3))
EH-1-5	KING ELECTRIC, MODEL PAV-SS, WITH SLOPE TOP WALL CAN, GRILLE, ALL HARDWARE FOR INSULATION 208V, 2250 WATTS, 1 PH, (AUXILIARY HEAT ONLY)
RTU-2-3	CARRIER ROOFTOP, MODEL 48AGW025-1M22AR, VAV CAPABLE UNIT, (TO INCLUDE HUMIDIFIER, HIGH GAS HEAT, S.S. HEAT EXCHANGER, STAGED CONTROL, MERV-8 FILTERS, PHASE PROTECTION, 208V, 3PH, 134 AMPS, RTU-2 TO SERVE DOWNSTAIRS AREAS, EXCEPT WETROOM, EQUIPMENT/LAUNDRY AREAS, AND WEIGHT ROOM/TURF AREA, RTU-3 TO SERVE SECOND FLOOR OFFICE AREAS,
SUPPLY AIR DIFFUSERS	TITUS TYPE 250-AA ALUMINUM DIFFUSERS SIZES 24X24, 18X18, 12X12 WALL MOUNTING HARDWARE.
RETURN AIR GRILLES	2X3 OR 1X1 CEILING RETURN GRILLES, ALUMINUM COMPLETE WALL MOUNTING HARDWARE.
GA-1-5	GUARDIAN AIR MODELS PH1-PKG 14-24V (G-1-3), 14 WATT EACH (MOUNT IN ROOFTOP UNITS 1-3,
FRU-1	CARRIER ENTERPRISES ENERGY RECOVERY UNIT, MODEL CW50001, 208V, 21.4 AMPS, 30 (OR EQUAL)
H-1	DRI-STEEM MODEL GTS-200, 2 AMPS, 10 54X26X41H, 1000# 5" FLUE AND 5" AIR INTAKE, (TO ROOF/INSTAL CRYSTAL QUEST WATER FILTER (IN JANITORS CLOSET ON 1ST FLOOR, UNDER SINK, FEED FROM SINK C/W LINE) MODEL US-Q0365, (WITH TWO SETS REPLACEMENT FILTERS) RUN WATER TO HUMIDIFIER WITH VAPOR LOGIC CONTROL, HUMIDISTAT, ALL REQUIRED DISPERSION WANDS AND HARDWARE, DRAIN TO JANITORS CLOSET SINK BELOW, (GAS FROM ROOF LINE), TO FEED RTU-2 AND RTU-3





DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:  
PROPOSED  
ADDITION & RENOVATIONS  
CANTIQUE PARK ICE RINK  
HICKSVILLE, NY

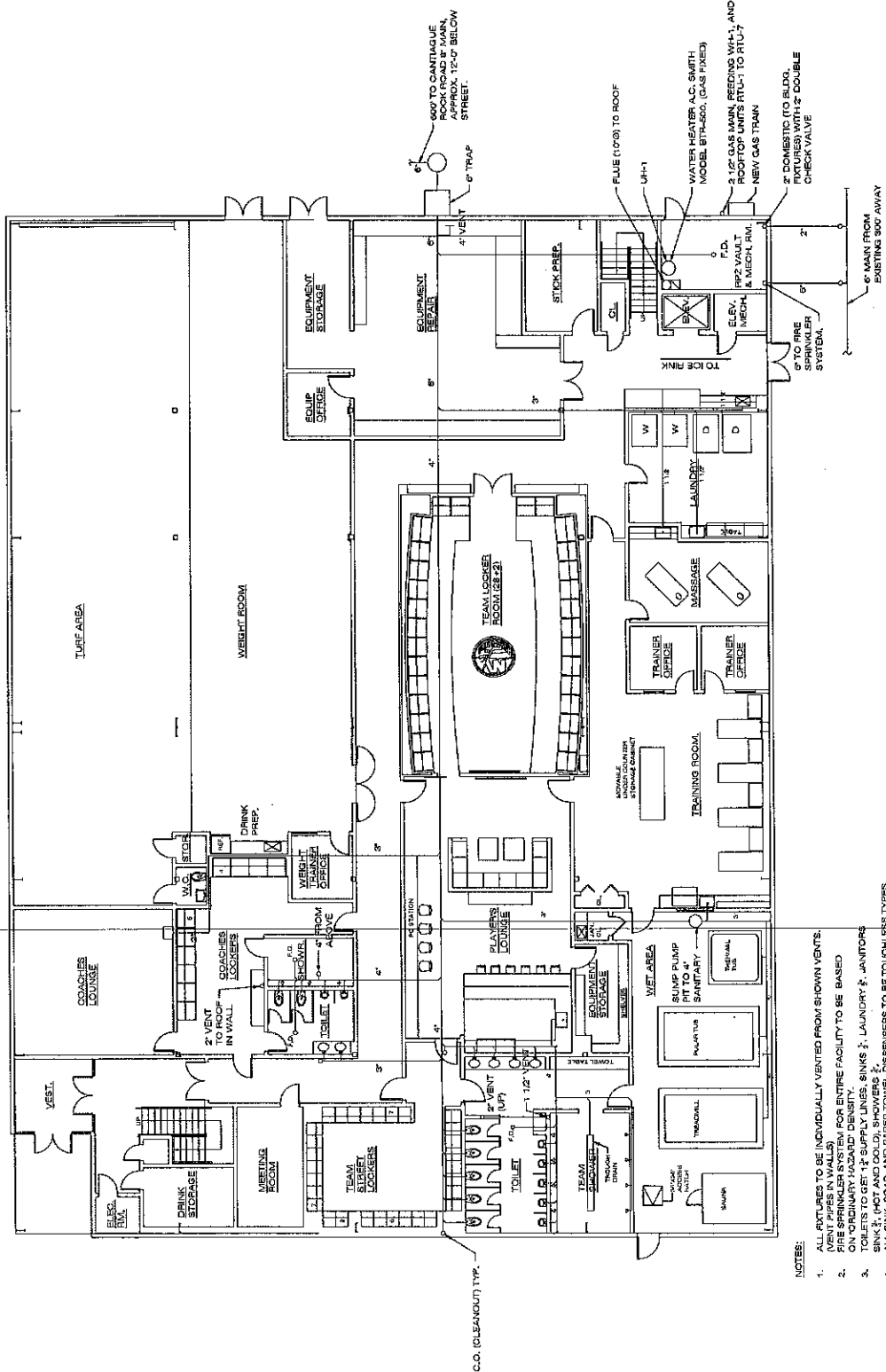
CONTRACT NO. 4235

DATE	MAY 12, 2015
SCALE	AS NOTED
DRAWN BY	AC
CHECKED BY	BL
DATE	MAY 12, 2015
BY	BL

PROPOSED TRAINING  
CENTER 1ST FLOOR

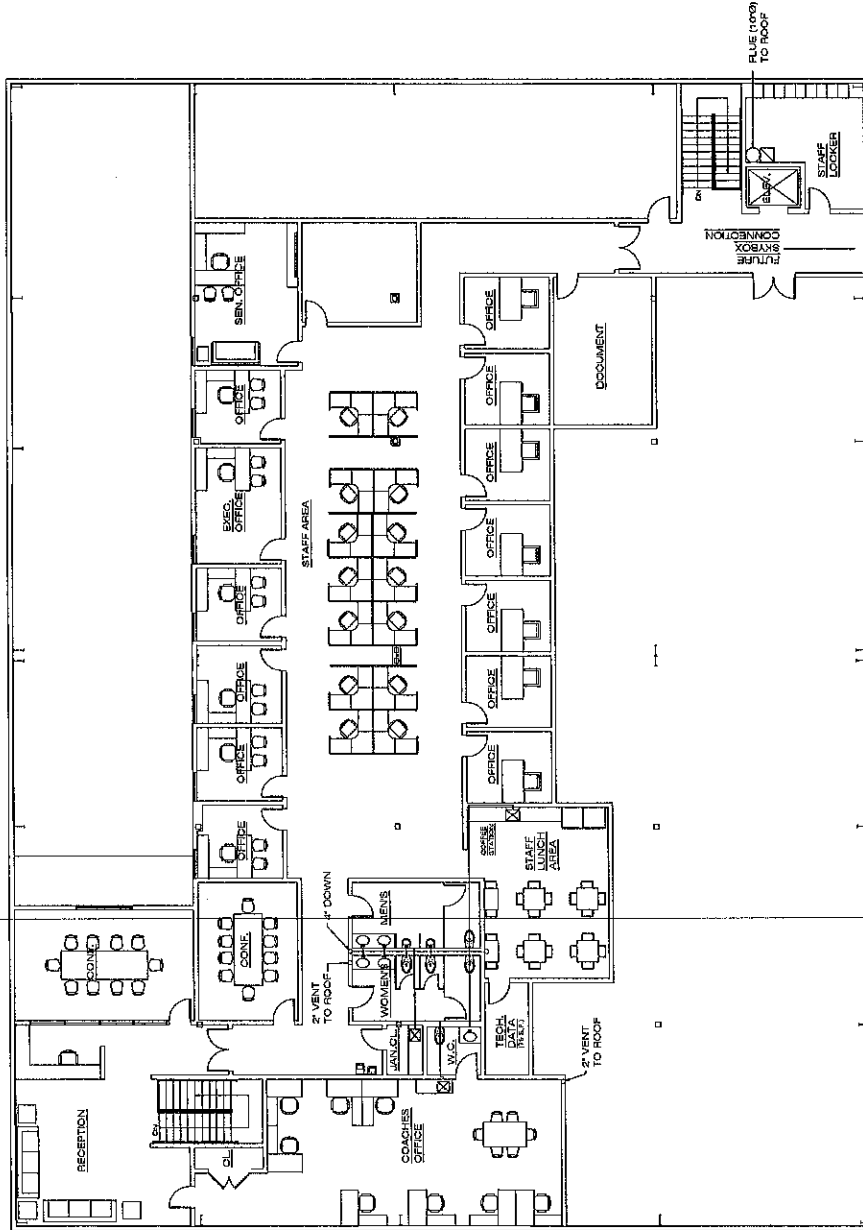
P-1

SHEET 1 OF 2

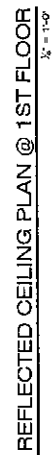


- NOTES:
1. ALL FIXTURES TO BE INDIVIDUALLY VENTED FROM SHOWN VENTS.
  2. ALL SANITARY LINE CLEANOUTS TO BE ACCESSIBLE.
  3. ALL SANITARY LINE CLEANOUTS TO BE ACCESSIBLE.
  4. ALL SANITARY LINE CLEANOUTS TO BE ACCESSIBLE.

PROPOSED TRAINING CENTER: FIRST FLOOR  
1/8" = 1'-0"



**PROPOSED TRAINING CENTER: FIRST FLOOR**





DEPARTMENT  
OF PUBLIC WORKS  
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

PROPOSED  
ADDITION & REPAIRS TO  
CANTIQUE PARK ICE RINK  
HICKSVILLE, NY

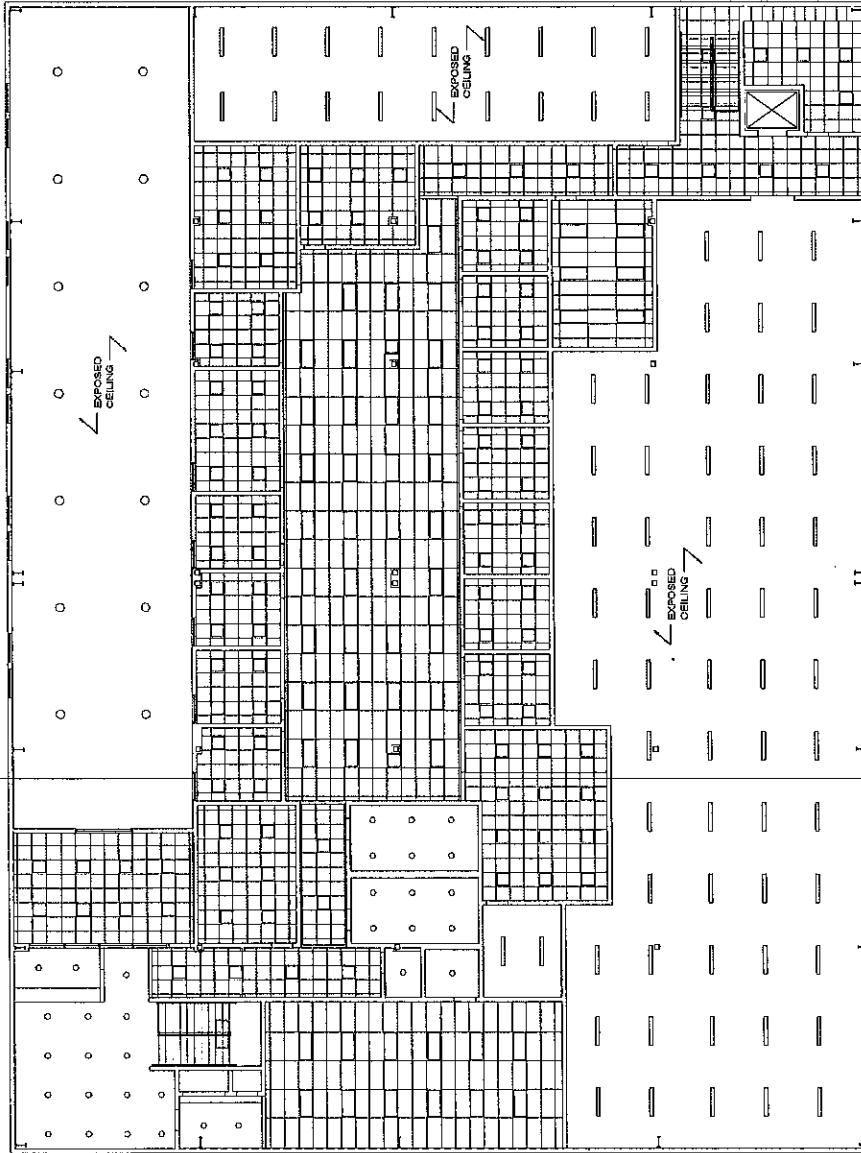
CONTRACT NO. 01870

DATE: 06-09-18  
SCALE: 1/8" = 1'-0"  
DRAWN BY: VCM  
CHECKED BY: VCM  
APPROVED BY: VCM

DRAWING TITLE  
REFLECTED CEILING  
PLAN @ 2ND FLOOR

DATE: APRIL 2, 2015  
SCALE: AS NOTED  
DESIGNED BY: VCM  
DRAWN BY: VCM

RC-2



NOTE:  
1. PICTURE COUNT SUBJECT TO FINAL CALCULATION AS APPROVED BY LICENSEE  
2. SWITCHING AS APPROVED BY LICENSEE

REFLECTED CEILING PLAN @ 2ND FLOOR  
1/8" = 1'-0"

Product		Finishes Legend	Item/Description/Number
Ref	Product		
ACT-3	Acoustical Ceiling Tile		Decoustics, Direct Suspended, 5'X10' Vinyl
ACT-4	Acoustical Ceiling Tile		Decoustics, Claro Lay-In, 4'X4', Vinyl
ACT-5	Acoustical Ceiling Tile		Armstrong Ceiling, Optima-3352, Lay-In Tegalur 2'X2'
ACT-6	Acoustical Ceiling Tile		Armstrong Ceiling, Tech Zone-3164: Optima Lay-In And Tegalur 2'X5' W/6'X5' Lighting Trough
CPT-2	Carpet (Broadloom)		Tandus, Vipili 52042
CPT-3	Carpet (Broadloom)		Tandus, Kharplex 44038
CPT-6	Carpet (Modular)		Tandus Plexus, Color LJ102875
CT-3	Tile-Ceramic		Daltile, Identity 8'X20 Glazed Ceramic Tile, Gloss Finish
CT-4	Tile-Glass		Daltile, Reflections In Glass Tile, 2'X8"
CT-6	Tile-Porcelain (Floor)		American Olean, Studio District, 3'X3' Mosaic Mesh Mount
CT-7	Tile-Porcelain (Floor)		American Olean, Studio District, 12'X24"
CT-8	Tile-Porcelain (Wall)		Daltile, Stone A La Mode, L222 Urban Blue Stone 2'X3' Wedge Polish
EXP	Exposed		Exposed To Structure Above
PT-4	Paint (Eggshell)		Sherwin Williams
PT-5	Paint (Flat)		Sherwin Williams
PT-6	Paint (Epoxy)		Sherwin Williams
PT-9	Paint (Semigloss)		Sherwin Williams
PT-10	Paint (Markerboard)		Wolf Gordon, Wink-Dryerase, Water Base, Low Voc Clear Coating Over Painter Wall
RF-1	Resilient Flooring		Johnsonite, Triumph, Hammered Texture
RF-2	Resilient Flooring		Plae Usa, Power Achieve, 1" Thick Roll
RF-5	Resilient Flooring		Johnsonite, Vinyl Flooring-Optima Iq Homogenous Sheet, Welded With Matching Cove Base
RT-1	Rubber Tread		Uline model no. H-3655
SC-1	Sealed Concrete		spec to follow
TRF-1	Turf Field		Plae Attack, 15 MM foundation
VCT-1	Vinyl Composite Tile		Mannington Commercial, Designer Essentials
WB-2	Wall Base (Rubber)		Johnsonite, Tightlock, 4 1/2" H Continuous Coil
WB-3	Wall Base (Metal)		12" H Painted Flat Metal Base, Mechanically Fastened To Wall
WC-1	Wall Covering		Wolf Gordon, Typell Vinyl 52"W

**EXHIBIT "B"**  
**INITIAL CAPITAL IMPROVEMENT SCHEDULE**

## **TENTATIVE MILESTONE SCHEDULE**

<u>ACTIVITY</u>	<u>START</u>	<u>FINISH</u>
Agreement Signed	07/2015	
Site Clean Up / Prep	08/7/2015	08/21/2015
Excavate and Building Foundation	08/22/2015	09/15/2015
Building Frame & Roof – Delivery / Install	09/15/2015	10/30/2015
GC / Electrical / MEP (Internal Fit & Site Work)	10/01/2015	03/15/2016
First Floor (including data room)	10/01/2015	12/30/2015
Second Floor	12/30/2015	02/28/2016
Pour Slabs (Ground & Second Floor)	09/30/2015	10/30/2015
Complete Site Work (Paving & Pavement Markings)	02/28/2016	04/15/2016
Substantial Completion	04/15/2016	
Punch List (Includes Landscaping)	04/15/2016	06/15/2016

**APPENDIX “C”**  
**SAMPLE MONTHLY SCHEDULES**



Sample In-Season Schedule

# January 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4	5	6	7	8	9
	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 10:30 – 12:30	NYI – 10:00 – 11:30 Home game
10	11	12	13	14	15	16
	NYI – 10:00 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 10:30 – 12:30	Away game
17	18	19	20	21	22	23
		NYI – 9:30 – 11:30 Home game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game
24	25	26	27	28	29	30
	NYI – 10:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 9:30 – 12:30	Away game
31						

\* Sample in season schedule subject to change based on game schedule.

Sample Off-Season Schedule

# June 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

\* Limited off-season use contemplated. Sample off-season schedule subject to change based on playoff schedule.

## APPENDIX “D”

### POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING

#### I. PURPOSE

**A. Objectives.** Through this policy, Nassau County (the “County”) intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets and events (“Advertising”). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- a) maintaining the safe and orderly operation of County facilities;
- b) maximization of revenue generated by Advertising;
- c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers; and
- e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern.

**B. Nonpublic Forum.** By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that County assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

**C. Reservation of Rights.** The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

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**D. Disclaimer.** The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

**E. Applicability.** These policies and standards shall apply to all property governed by the County pursuant to this Agreement.

#### II. ADVERTISING STANDARDS

**A. Commercial Advertisements Only.** Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods or services are permitted.

**B. Prohibited Advertising.** Advertisements shall not be accepted, displayed or maintained on County assets or events if the advertisements fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
  - 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
  - 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
  - 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
  - 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
  - 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
  - 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified or supplemented from time to time.

- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.
- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.
- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol or character that, as determined by the County, may interfere with, mislead, direct or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any

moving parts.

19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.

20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such advertisement may be accepted, displayed or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse of alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Licensee to locate another suitable location for such advertising. However, the Licensee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

**C. County Operations.** Nothing in this policy shall limit the County's right to display on County assets and events any advertisements and notices that pertain to County operations or initiatives.

**D. Existing Laws.** All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

### III. REVIEW OF ADVERTISING DECISIONS

**A. Initial Reviews.** The Licensee will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If the Licensee determines that an advertisement is not or may not be in conformity with such standards:

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a) The Licensee shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Licensee whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Licensee, the Licensee may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(c) In the event that the Licensee and the advertiser do not reach agreement with

regard to a revision of the advertisement, or in the event that the Licensee and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Licensee shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Licensee shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

**B. Appeals to Advertising Review Committee.** An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

## **APPENDIX "EE"**

### **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**

The provisions of this Appendix "EE" are hereby made a part of the document to which it is attached.

The Licensee (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Licensee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Licensee will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Licensee shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Licensee's obligations herein.

(c) The Licensee shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Licensee shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Licensee shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Licensee shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of



real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Licensee.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix "EE" the term "County Contract" means (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix "EE" the term "the Licensee" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether the Licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract.

APPENDIX "L"

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended (the "Law"), the Licensee hereby certifies the following:

1. The ~~chief executive officer~~ <sup>Alternate Governor</sup> of the Licensee is:

Arthur McCarthy (Name)  
1600 Old Country Road, Plainville NY 11803 (Address)  
(516) 622-8346 (Telephone Number)

2. The Licensee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Licensee does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Licensee establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Licensee.
3. In the past five years, Licensee \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Licensee, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Licensee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Licensee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

6/5/15

Signature of Chief Executive Officer

*Arthur McCarthy*

*Alternate Governor*

Name of Chief Executive Officer

*Arthur McCarthy*

*Alternate Governor*

Sworn to before me this

5<sup>th</sup> day of June, 2015.

Notary Public

*[Signature]*

MICHAEL J. MENCHISE  
Notary Public, State of New York  
No. 01ME6096643  
Qualified in Suffolk County  
Commission Expires August 4, 2015